

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

January 17, 2017
Aldermen Long, Shaw,
Cavanaugh, Herbert, Pappas

5:00 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Long calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Brenda Masewic Adams, Tax Collector, advising the committee that the notice of property sale for City-owned property located at (Map 218 Lot 21) Crescent Lane was advertised and sent to abutters with no bids received in response.
Ladies and Gentlemen, what is your pleasure?
4. Communication from the Police Department submitting a proposal to use City owned property for an impound lot.
Ladies and Gentlemen, what is your pleasure?
5. Communication from Philip Croasdale, Water Works Director, requesting approval of the Purchase and Sale agreement for property located at 31 & 39 Manchester Road, Auburn, NH.
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

(A motion is in order to remove any item from the table.)

6. Request to purchase City-owned property located at Tax Map 356, Lot 1A, behind 399 Silver Street.
(Note: Retabled 8/16/16; Attached is a communication from the Planning & Community Development Department regarding revocable licenses and a map identifying physical encroachments in the City-owned corridor and communication from the Environmental Protection Division recommending the City retain ownership of the land.)
7. Communication from Marc Pinard, Brady Sullivan General Counsel, submitting a request to purchase land comprising of Plaza Drive.
(Note: Tabled 12/14/15; additional information to come from City staff and Brady Sullivan Properties.)
8. If there is no further business, a motion is in order to adjourn.

*Brenda Masewic Adams, CTC
Tax Collector*



*Barbara Emery, CDTC
Deputy Tax Collector*

*Terry Hodgman
Administrative Services Manager*

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE: January 10, 2017
TO: Committee on Lands and Buildings
FROM: Brenda Masewic Adams, Tax Collector
RE: Map 0218 Lots 0021, Crescent Ln

SEALED BID UPDATE: MINIMUM ACCEPTABLE BID - \$12,000
SEALED BID DEADLINE: Thursday, December 29, 2016

On November 1, 2016, the Board of Mayor and Aldermen directed the Tax Collector to initiate the sale of City-owned property located at Map-0218 Lot-0021, Crescent Ln, by sealed bid with a minimum bid set at \$12,000, with the restriction that the parcels be merged.

Sealed bid invitations, along with Bid Specifications and Terms and Conditions of Sale (copies attached) were sent certified mail return receipt on November 28, 2016 to the following abutters of Map 0218 Lot 0021, Crescent Ln. See abutters list attached.

John and Sandra Marchwicz Hampshire Ventures Inc

Michael and Tina Demers Shawn Corson

Fernand and Madeline Deshaies

Donald and Constance Roy
Roy Family Rev Tr

The Tax Collector's Office did not receive sealed bids from any of the abutters listed above.

Notice of property sale was advertised in the Union Leader on the following days:
Thursday, December 8, 2016 & Sunday, December 11, 2016.

Notice of sale was also posted on the City's website at www.manchesternh.gov from
Wednesday, November 30 to Thursday, December 29, 2016.

I am available to answer any questions you may have.

Sincerely,


Brenda Masewic Adams
Tax Collector

cc: Thomas Clark, City Solicitor
Leon LaFreniere, Director of Planning & Community Development
Robert Gagne, Assessor

SEALED BID SPECIFICATION

PROPERTY LOCATION: MAP- 0218 LOT- 0021, Crescent Ln

SEALED BID DEADLINE: Thursday, December 29, 2016 at 2:00 PM

SPECIAL INSTRUCTIONS: Bids along with 10% deposit must be securely sealed in an envelope and marked on the outside in BOLD print as follows:

“SEALED BID FOR MAP- 218 LOT- 21, 12/29/16, 2:00 PM”

Property

Minimum Bid

Map- 218 Lot 21

\$12,000.00

6 CERTIFIED MAIL RETURN RECEIPT MAILED TO ABUTTERS ON 11/28/16

WEBSITE ADVERTISEMENT: 11/30 to 12/28

UNION LEADER ADVERTISEMENT: Thursday, 12/8 and Sunday, 12/11

SEALED BID LIST OF ABUTTERS TO MAP 0218 LOT 0021

<u>NAME</u>	<u>MAP & LOT</u>	<u>ADDRESS</u>
MARCHWICZ, JOHN ✓ MARCHWICZ, SANDA L ✓	0218/0050	51 Crescent Ln
DESHAIES, FERNAND A ✓ DESHAIES, MADELINE G ✓ ROY, DONALD, TEE ✓ ROY, CONSTANCE, TEE ✓ ROY FAMILY REV TR ✓	0506A/0003	523 Bodwell Rd
HAMPSHIRE VENTURES INC ✓	0506A/0005B	Glen Forest Dr **
DEMERS, MICHAEL T ✓ DEMERS, TINA M ✓	0863/0032	79 Grove Ave
CORSON, SHAWN T ✓	0863/0040	Crescent Ln ***

** Mailing Address: 317 S RIVER RD, BEDFORD NH 03110
*** Mailing Address: 77 GROVE AVE, MANCHESTER NH 03109

CERTIFIED MAIL WITH RETURN RECEIPT MAILED TO ALL ABUTTING PROPERTY OWNERS ON 11/28/16
TO THE LAST KNOWN MAILING ADDRESS ON FILE.

Brenda Masewic Adam, CTC
Tax Collector



Barbara Emery, CDTC
Deputy Tax Collector

Terry Hodgman
Administrative Services Manager

CITY OF MANCHESTER
TAX COLLECTOR

November 28, 2016

John Marchwicz
Sandra L. Marchwicz
51 Crescent Ln
Manchester, NH 03109

Re: Map- 0218 Lot- 0021, Crescent Ln

Dear Mr. and Mrs. Marchwicz,

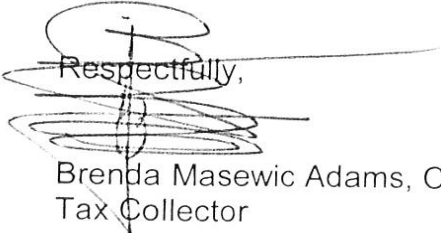
On November 1, 2016, the Board of Mayor and Aldermen directed the Tax Collector to initiate the sale of City-owned property located at Map-0218 Lot-0021, Crescent Ln, via sealed bid with a minimum bid set at \$12,000.00, with the restriction that the parcels be merged. The property will be offered for sale to the highest bidder among all abutters and interested parties.

Please accept this letter as an invitation to submit your "highest offer" sealed bid for the purchase of Map-218 Lot-21, Crescent Ln.

The sealed bid must be received at the Office of the Tax Collector, 1 City Hall Plaza West, Manchester, New Hampshire, before or at 2:00 PM prevailing time of December 29, 2016. No bids will be accepted after the time and date specified.

Attached are the Sealed Bid Specification, Terms and Conditions of sale and GIS Map Print.

Respectfully,


Brenda Masewic Adams, CTC
Tax Collector

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

7015 1520 0000 4681 2077

Certified Mail Fee \$ 3.30
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.70
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage \$.41
Total Postage and Fees \$ 6.41



Sent To JOHN ? SANDRA MARCHWICZ
Street and Apt. No., or PO Box No. 51 CRESCENT LN
City, State, ZIP+4® MANCHESTER NH 03109
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOHN MARCHWICZ
SANDRA L. MARCHWICZ
51 CRESCENT LN
MANCHESTER NH 03109



9590 9403 0257 5155 5697 40

2. Article Number (Transfer from service label)

7015 1520 0000 4681 2077

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ John Marchwicz ☐ Agent ☐ Addressee

B. Received by (Printed Name)

John Marchwicz

C. Date of Delivery

11/2/16

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Mail Restricted Delivery | |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

7015 1520 0000 4681 2084

Certified Mail Fee \$ **3.30**
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.70**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ **.47**
Total Postage and Fees \$ **6.47**

Sent To **FERNAND & MADELINE DESHAIES**
Street and Apt. No., or PO Box No. **523 BODWELL RD**
City, State, ZIP+4® **MANCHESTER NH 03109**

PS Form 3800, April 2015 PSN 7530-02-000-9047



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**FERNAND A. DESHAIES
MADELINE G. DESHAIES
523 BODWELL RD
MANCHESTER NH 03109**



9590 9403 0257 5155 5697 57

2. Article Number (Transfer from service label)

7015 1520 0000 4681 2084

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X [Signature]** ☐ Agent ☐ Addressee
B. Received by (Printed Name) **F. Deshaies**
C. Date of Delivery **12-1-16**
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

*Brenda Masewic Adam, CTC
Tax Collector*



*Barbara Emery, CDTC
Deputy Tax Collector*

*Terry Hodgman
Administrative Services Manager*

***CITY OF MANCHESTER
TAX COLLECTOR***

November 28, 2016

Fernand A. Deshaies
Madeline G. Deshaies
523 Bodwell Rd
Manchester, NH 03109

Re: Map- 0218 Lot- 0021, Crescent Ln

Dear Mr. and Mrs. Deshaies,

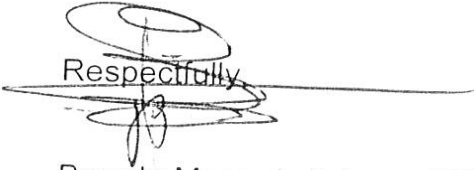
On November 1, 2016, the Board of Mayor and Aldermen directed the Tax Collector to initiate the sale of City-owned property located at Map-0218 Lot-0021, Crescent Ln, via sealed bid with a minimum bid set at \$12,000.00, with the restriction that the parcels be merged. The property will be offered for sale to the highest bidder among all abutters and interested parties.

Please accept this letter as an invitation to submit your "highest offer" sealed bid for the purchase of Map-218 Lot-21, Crescent Ln.

The sealed bid must be received at the Office of the Tax Collector, 1 City Hall Plaza West, Manchester, New Hampshire, before or at 2:00 PM prevailing time of December 29, 2016. No bids will be accepted after the time and date specified.

Attached are the Sealed Bid Specification, Terms and Conditions of sale and GIS Map Print.

Respectfully,


Brenda Masewic Adams, CTC
Tax Collector

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee \$ 3.30
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$ 2.70
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage \$.47
 Total Postage and Fees \$ 6.47

Sent to DONALD & CONSTANCE ROY
 Street and Apt. No., or PO Box No. 523 BODWELL RD
 City, State, ZIP+4® MANCHESTER NH 03109
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DONALD ROY
CONSTANCE ROY
ROY FAMILY REV. TR.
523 BODWELL RD
MANCHESTER NH 03109



9590 9403 0257 5155 5697 64

2. Article Number (Transfer from service label)

7015 1520 0000 4681 2121

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X F. Deshaies

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

F. Deshaies

C. Date of Delivery

12-1-16

D. Is delivery address different from item 1? If YES, enter delivery address below:

- ☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

*Brenda Masewic Adam, CTC
Tax Collector*



*Barbara Emery, CDTC
Deputy Tax Collector*

*Terry Hodgman
Administrative Services Manager*

CITY OF MANCHESTER TAX COLLECTOR

November 28, 2016

Donald Roy
Constance Roy
Roy Family Rev Tr
523 Bodwell Rd
Manchester, NH 03109

Re: Map- 0218 Lot- 0021, Crescent Ln

Dear Mr. and Mrs. Roy,

On November 1, 2016, the Board of Mayor and Aldermen directed the Tax Collector to initiate the sale of City-owned property located at Map-0218 Lot-0021, Crescent Ln, via sealed bid with a minimum bid set at \$12,000.00, with the restriction that the parcels be merged. The property will be offered for sale to the highest bidder among all abutters and interested parties.

Please accept this letter as an invitation to submit your "highest offer" sealed bid for the purchase of Map-218 Lot-21, Crescent Ln.

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Respectfully,

Brenda Masewic Adams, CTC
Tax Collector

7015 1520 0000 4681 2114

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$ 3.30
Extra Services & Fees (check box, add fees as appropriate)	\$ 2.70
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 47
Total Postage and Fees	\$ 6.47
Sent To	HAMPSHIRE VENTURES INC
Street and Apt. No., or PO Box No.	317 S. RIVER RD
City, State, ZIP+4®	BEDFORD NH 03110
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions.	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HAMPSHIRE VENTURES INC
317 S. RIVER RD
BEDFORD NH 03110



9590 9403 0257 5155 5697 71

2. Article Number (Transfer from service label)

7015 1520 0000 4681 2114

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Brenda Masewic Adam, CTC
Tax Collector



Barbara Emery, CDTC
Deputy Tax Collector

Terry Hodgman
Administrative Services Manager

CITY OF MANCHESTER

TAX COLLECTOR

November 28, 2016

Hampshire Ventures Inc.
317 S. River Rd
Bedford, NH 03110

Re: Map- 0218 Lot- 0021, Crescent Ln

To Whom It May Concern,


On November 1, 2016, the Board of Mayor and Aldermen directed the Tax Collector to initiate the sale of City-owned property located at Map-0218 Lot-0021, Crescent Ln, via sealed bid with a minimum bid set at \$12,000.00, with the restriction that the parcels be merged. The property will be offered for sale to the highest bidder among all abutters and interested parties.

Please accept this letter as an invitation to submit your "highest offer" sealed bid for the purchase of Map-218 Lot-21, Crescent Ln.

The sealed bid must be received at the Office of the Tax Collector, 1 City Hall Plaza West, Manchester, New Hampshire, before or at 2:00 PM prevailing time of December 29, 2016. No bids will be accepted after the time and date specified.

Attached are the Sealed Bid Specification, Terms and Conditions of sale and GIS Map Print.


Respectfully,


Brenda Masewic Adams, CTC
Tax Collector

1 City Hall Plaza West • Manchester, New Hampshire 03101 • (603) 624-6575 • FAX: (603) 628-6162
E-mail: taxcollector@ManchesterNH.gov • Website: www.manchesternh.gov

7015 1520 0000 4681 2107

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$ 3.30
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 2.40
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$.47
Total Postage and Fees	\$ 6.47
Sent To	MICHAEL & TINA DEMERS
Street and Apt. No., or P.O. Box No.	79 GROVE AVE
City, State, ZIP+4®	MANCHESTER NH 03109
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Mike T Demers</u> C. Date of Delivery <u>12/2/16</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>												
<p>1. Article Addressed to:</p> <p>MICHAEL T. DEMERS TINA M. DEMERS 79 GROVE AVE MANCHESTER NH 03109</p> <p>9590 9403 0257 5155 5697 88</p>	<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<p>2. Article Number (Transfer from service label)</p> <p>7015 1520 0000 4681 2107</p>													

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

*Brenda Masewic Adam, CTC
Tax Collector*



*Barbara Emery, CDT
Deputy Tax Collector*

*Terry Hodgman
Administrative Services Manager*

CITY OF MANCHESTER TAX COLLECTOR

November 28, 2016

Michael T. Demers
Tina M. Demers
79 Grove Ave
Manchester NH 03109

Re: Map- 0218 Lot- 0021, Crescent Ln

Dear Mr. and Mrs. Demers,

On November 1, 2016, the Board of Mayor and Aldermen directed the Tax Collector to initiate the sale of City-owned property located at Map-0218 Lot-0021, Crescent Ln, via sealed bid with a minimum bid set at \$12,000.00, with the restriction that the parcels be merged. The property will be offered for sale to the highest bidder among all abutters and interested parties.

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Respectfully,

Brenda Masewic Adams, CTC
Tax Collector

7015 1520 0000 4681 2091

U.S. Postal Service [™]	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com [®] .	
OFFICIAL USE	
Certified Mail Fee	\$ 3.30
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 2.70
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$.47
Total Postage and Fees	\$ 6.47
Sent To	SHAWN T. CORSON
Street and Apt. No., or PO Box No.	77 GROVE AVE
City, State, ZIP+4 [®]	MANCHESTER NH 03109
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to: SHAWN T. CORSON 77 GROVE AVE MANCHESTER NH 03109
2. Article Number (Transfer from service label) 7015 1520 0000 4681 2091



9590 9403 0257 5155 5697 95

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>S. Corson</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) CORSON	C. Date of Delivery 12/2
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type	
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail [®] <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Priority Mail Express [®] <input type="checkbox"/> Registered Mail [™] <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation [™] <input type="checkbox"/> Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

*Brenda Masewic Adam, CTC
Tax Collector*



*Barbara Emery, CDTC
Deputy Tax Collector*

*Terry Hodgman
Administrative Services Manager*

CITY OF MANCHESTER TAX COLLECTOR

November 28, 2016

Shawn T. Corson
77 Grove Ave
Manchester NH 03109

Re: Map- 0218 Lot- 0021, Crescent Ln

Dear Mr. Corson,

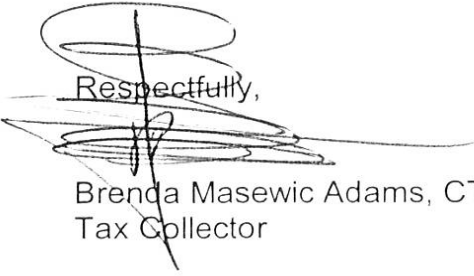
On November 1, 2016, the Board of Mayor and Aldermen directed the Tax Collector to initiate the sale of City-owned property located at Map-0218 Lot-0021, Crescent Ln, via sealed bid with a minimum bid set at \$12,000.00, with the restriction that the parcels be merged. The property will be offered for sale to the highest bidder among all abutters and interested parties.

Please accept this letter as an invitation to submit your "highest offer" sealed bid for the purchase of Map-218 Lot-21, Crescent Ln.

The sealed bid must be received at the Office of the Tax Collector, 1 City Hall Plaza West, Manchester, New Hampshire, before or at 2:00 PM prevailing time of December 29, 2016. No bids will be accepted after the time and date specified.

Attached are the Sealed Bid Specification, Terms and Conditions of sale and GIS Map Print.

Respectfully,


Brenda Masewic Adams, CTC
Tax Collector

SEALED BID SPECIFICATION

PROPERTY LOCATION: MAP- 0218 LOT- 0021, Crescent Ln

SEALED BID DEADLINE: Thursday, December 29, 2016 at 2:00 PM

SPECIAL INSTRUCTIONS: Bids along with 10% deposit must be securely sealed in an envelope and marked on the outside in **BOLD** print as follows:

“SEALED BID FOR MAP- 218 LOT- 21, 12/29/16, 2:00 PM”

The undersigned, as Bidder, hereby declares he/she has carefully read and agrees with the terms and conditions as spelled out in this Sealed Bid Invitation.

<u>Property</u>	<u>Minimum Bid</u>	<u>Purchase Price Offer</u>
Map- 218 Lot 21	\$12,000.00	_____
Total Price in Words: _____		

This form must be signed. All signatures must be original and not photocopied.

Abutter's Signature

Abutter's Name Printed or Typed

Address

City, State, Zip

Date: _____ Telephone Number: _____

Acceptance of the bid is subject to the review and approval of the Board of Mayor and Aldermen.

TERMS AND CONDITIONS OF SALE

- ❑ The City shall deliver a deed without covenants or representation as to the title to the successful bidder.
- ❑ Property sale is conditioned upon the merger of Map- 0218 Lot- 0021 with the successful bidder's abutting parcel.
- ❑ The sale will also be subject to the review and approval of the Board of Mayor and Aldermen and the passing of an ordinance that authorizes the disposition of the City-owned tax deeded property to the successful bidder.
- ❑ A deposit of 10% of the bid, in the form of Cashier's Check, Certified Check or Money Order made out to the City of Manchester, must be enclosed with the bid. **Personal or business checks shall not be acceptable.**
- ❑ In the event the successful bidder fails to pay the balance of the purchase price at the time of closing, the successful bidder's deposit shall be forfeited to and retained by the City of Manchester as liquidated damages for such failure.
- ❑ The prospective bidders/purchasers are responsible for making appropriate title examination, determinations as to the availability of access and the compliance of the property with any applicable State or local law, regulation or ordinance.
- ❑ In the event two (2) or more bidders submit bids equaling the highest bid, the property shall be re-advertised for sale by sealed bid and all deposits shall be returned to the bidders.
- ❑ Deposits submitted by unsuccessful bidders will be returned to said bidders.
- ❑ The City of Manchester reserves the right to reject any and all bids.
- ❑ The closing will be held within fourteen (14) days of the award to the highest bidder.
- ❑ The balance of the purchase price shall be paid by the successful bidder at closing in the form of Cashier's Check, Certified Check or Money Order made payable to the City of Manchester.

amendments, order on the Planning Board page. Please feel free to contact Casey Wolfe at (603) 895-3200 X 17 or at fremontpz@comcast.net with any questions.
(UL - Dec. 11)

Legal Notice

CITY OF MANCHESTER, NH TAX DEEDED PROPERTY SALE

The City of Manchester will accept Sealed bids on the following property:
Crescent Ln Map 0218 Lot 0021
Conditions include a minimum Bid of \$12,000, and merger with abutting lot. 10% deposit required.

Sealed Bid Deadline: Thursday, December 29, 2016 at 2:00 PM. Bid forms and conditions are available at www.manchesternh.gov/taxes or contact the Tax Collector's Office at 603-624-6575
(UL - Dec. 8, 11)

Legal Notice

Public Notice Community College System of NH Request for Proposal

Request for proposal for the Community College System, who is requesting proposals for Independent Audit Services from qualified public accounting firms for financial and compliance audits and single audits of federal funds.

Details can be found on the Community College System website by downloading the bid document at <http://www.ccsnh.edu/open-bids> and clicking on BID #CHA17-05.
(UL - Dec. 8, 9, 11)

Legal Notice

PUBLIC NOTICE

The State of New Hampshire Disabil-

of Aleppo in the country's multi-sided civil war.

The additional U.S. troops will include special operations forces, explosive ordnance disposal teams and trainers.

"This latest commitment of additional forces within Syria is another important step in enabling our partners to deal (Islamic State) a lasting defeat," Carter said.

The planned rebel offensive on Raqqa comes as Iraqi forces backed by the U.S.-led coalition are weeks into an assault on Mosul, the militants' declared capital in Iraq and the largest city under its control anywhere.

Victory in either country would deal a considerable blow to Islamic State's declared caliphate and eliminate a vital propaganda tool used to lure foreign fighters.

Obama would like to see the militants ejected from Mosul or Raqqa before he leaves office on Jan. 20, but it's unclear whether either is likely. In any case, the militants still hold considerable territory in both countries outside those cities.

In recent weeks, advancing U.S.-backed rebel ground forces have retaken towns and cities around Raqqa and

by CARINE FLEGGARDIN
The Atlanta Journal-Constitution

ATLANTA — In Minnesota state law affords zero tolerance for doctors who are convicted of felony sex offenses: They are banned from practicing medicine. In 36 other states, no such ban exists.

In Iowa, state law says women get half the seats on the board that licenses and disciplines physicians. But in most states men control medical boards, and on half the states give consumers a strong voice in deciding whether doctors who have hurt patients should be allowed to stay in practice.

In Texas, state law demands that doctors undergo rigorous criminal background checks before they're licensed and while they're practicing too. But 14 states still do not require criminal checks before giving a license to someone who can prescribe powerful drugs and ask patients to strip down and submit to being touched.

Oakland of

Fill in the puzzle so that every row, every column and every 3x3 grid contains the digits 1 through 9. That means that no number is repeated in any row, column or grid. Shown at right is the answer to yesterday's puzzle.

9	3	2	1	6	8	4	5	7
6	8	5	7	4	9	2	1	3
7	4	1	5	3	2	8	9	6
8	5	4	9	2	6	7	3	1
3	6	9	4	7	1	5	2	8
2	1	7	3	8	5	6	4	9
5	2	8	6	1	3	9	7	4
4	9	3	8	5	7	1	6	2
1	7	6	2	9	4	3	8	5

P N D R Y E L

© 2016 Universal Uclick www.wonderword.com

Assorted, Banana, Bean Gum, Coffee, Corn Syrup, Double, Freezer, Frozen, Fructose, Gum, Ice Cream, Joe, Lemon Melt, Moist, Mold, Orange, Purple, Red, Solid, Sweet, Yesterday's Answer: Aces

Cry

The cryptoquip is a simple substitution stands for another. If you think the puzzle. Single letters, short words give you clues to locating vowels. S



Legal Notice

CITY OF MANCHESTER, NH TAX DEEDED PROPERTY SALE

The City of Manchester will accept Sealed bids on the following property:

Crescent Ln Map 0218 Lot 0021

Conditions include a minimum Bid of \$12,000, and merger with abutting lot. 10% deposit required.

Sealed Bid Deadline: Thursday, December 29, 2016 at 2:00 PM. Bid forms and conditions are available at www.manchesternh.gov/taxes or contact the Tax Collector's Office at 603-624-6575 (UL - Dec. 8, 11)

Legal Notice

NOTICE OF TRUST PURSUANT TO THE UNIFORM TRUST CODE OF NEW HAMPSHIRE RSA 564-B:5-508

Charles J. Michie died on November 21, 2016. At the time of his death, Charles J. Michie was residing at 16 Schoolhouse Road, Amherst, New Hampshire 03031. Charles J. Michie was the Grantor of the Charles J. Michie Revocable Trust of 2002, dated November 14, 2002. (the "Trust"). The

Legal Notice

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH SUPERIOR COURT

Sullivan Superior Court

22 Main St.

Newport NH 03773

Telephone: 1-855-212-1234

TTY/TDD Relay: (800) 735-2964

<http://www.courts.state.nh.us>

CITATION FOR PUBLICATION Superior Court Rule 4(d)

Case Name: **Peter R Gillings, JR v Freeport Development, Inc**

Case Number: **220-2016-CV-00100**

The above entitled action is now pending in this Court. The original pleading is on file and may be examined by interested parties. The Court has issued an Order for Service by Publication on defendant(s) Freeport Development, Inc.

The Court ORDERS:

Peter R Gillings Jr shall give notice to Freeport Development, Inc of this action by publishing a verified copy of this Citation for Publication once a week for three successive weeks in the Union Leader, a newspaper of general circulation. The last publication shall be on or before December 31, 2016

Also, **ON OR BEFORE 30 days after**

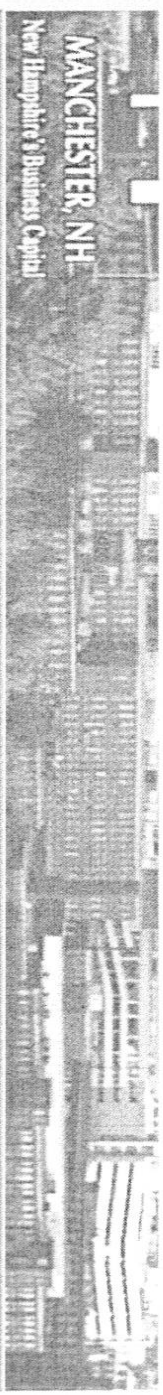
Q R Z B S O
S O O H I H Z U U N
M K S S J H K E
I S C K G X H R
Y H K H M G R X

Yesterday's Cryptoc
WALKING ALONG TI
SO STUCK-UP. IT'S H

Today's Crypt

B
S

In notrump contracts, declarer frequently refuses to win the first trick even though he has ace. This refusal to win the trick called a holdup play, usually



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[Home](#) > [Departments](#) > [Tax Collector's Tax Announcements](#)

Site Navigation

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 - + City Clerk
 - + Economic Development
 - + Environmental Protection
 - + Finance
 - + Fire
 - + Health
 - + Human Resources
 - + Independent City Auditor
 - + Information Systems
 - + Library
 - + Parking
 - + Parks and Recreation

Tax Announcements

Tax	Motor Vehicles	Access Your Tax Account Online	Renew Your Vehicle Registration Online	Tax FAQ	Motor Vehicle FAQ	Contact Tax
Home	Home	Account Online	Registration Online	FAQ	FAQ	Tax

LAND FOR SALE ON CRESCENT LANE, MANCHESTER, NEW HAMPSHIRE

Published: 11/29/2016 7:00 AM

LAND FOR SALE
CRESCENT LANE
MANCHESTER, NEW HAMPSHIRE

City of Manchester, Tax Collector's Office will accept sealed bids for the disposition of tax forfeited property located at 1101 1/2 Crescent Lane, Crescent Ln, Manchester NH 02118 for 0021, CRESCENT LN, MANCHESTER NH

Bid conditions include a minimum bid of \$12,000.

SEALED BID DEADLINE: Thursday, December 29, 2016 at 2:00 PM

Bid Specifications and Conditions of Sale

GIS LOCATION IMAGE

Any questions contact the Tax Collector's Office at (603) 674-6572 or email us at taxcollector@manhpsnh.gov



Chief of Police
Enoch F. Willard
Assistant Chief
Carlo T. Capano



Commission
Scott R. Spradling, *Chairman*
Eva Castillo-Turgeon
Steven J. Spain
Charlie Sherman

CITY OF MANCHESTER
Police Department

City Clerk's Office

January 10, 2017

JAN 10 2017

RECEIVED

Chairman Patrick Long
Committee on Lands and Buildings
1 City Hall Plaza
Manchester, NH 03101

RE: Use of City Owned Land

Dear Chairman Long:

The Manchester Police Department requests the use of city owned land at 536 Dunbarton Rd. for a proposed police department vehicle impound lot. DPW Director Kevin Sheppard has agreed to allow the police department to utilize the lot that is located at the southwest corner of the City of Manchester transfer station. The Manchester Police Department respectfully requests the approval of the Committee of Lands and Buildings.

I have attached a picture of the proposed site. If you have any questions, please don't hesitate to ask.

Sincerely,

Lt. Jamie Gallant
Traffic Unit
Manchester Police Department
405 Valley Street
Manchester, NH 03103

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY







MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

BOARD OF WATER COMMISSIONERS

KIMBERLEY L. GRISWOLD
President

MATTHEW GREENWOOD
Clerk

PHILLIP SAPIENZA
CLIFF HURST
LINDA L. MICCIO
BILL TROMBLY JR.

Ex Officio
HON. THEODORE L. GATSAS
Mayor

PHILIP W. CROASDALE
Director

January 6, 2017

Alderman Patrick Long, Chairman
Committee on Lands and Buildings
C/o Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

Re: Watershed Property Purchase – 31 & 39 Manchester Road, Auburn, NH

Dear Chairman Long,

Manchester Water Works (MWW) respectfully requests of the Committee on Lands and Buildings to support a property purchase of 31 & 39 Manchester Road in Auburn, NH in the amount of \$470,000 for the purpose of watershed protection. The property abuts both Sucker Brook which feeds directly into Lake Massabesic as well as a significant wetland complex at the inlet of the Lake from the aforementioned Sucker Brook.

The 2.5 acre parcel (known as the Babin Property) includes a farmhouse and barn, a welding shop, a residential home, parking area, and a 'junkyard'. The property is located within the Village Zoning District of Auburn which would allow this property to be subdivided into two commercial lots.

The property is the only remaining land on the lake side of Route 121 not currently owned by MWW. The welding/repair shop and junkyard has been in operation in excess of 25 years and has been a constant source of minor chemical spills requiring environmental monitoring and oversight by both Manchester Water Works staff and the New Hampshire Department of Environmental Services (NHDES). A Phase I Environmental Assessment was completed on the property recently and confirmed that significant cleanup is not required however it is of an on-going concern in the long-term. Attached for your review is our contracted real estate appraisal indicating a market value of the property of \$450,000 'as is' or \$520,000 subdivided. The City Assessor has reviewed the appraisal for reasonableness and accuracy.

This purchase was approved by the Board of Water Commissioners at the December 22, 2016 Regular Board Meeting.

John O'Neil, Watershed Forester and I will be available at the next Committee on Lands and Buildings Meeting to answer questions you or the Committee may have. Please feel free to contact me at 792-2800 prior to the meeting should you have immediate questions and I will be happy to discuss them with you.

Respectfully submitted,

Philip W. Croasdale, CPA
Director

Cc: Committee on Lands and Buildings
Attachments

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made the 14th day of November, 2016 (the "Effective Date") by the Estate of Stephen Charles Babin, Michael Babin, Executor, 241 Sandown Road, Chester, NH 03036 ("Seller") and the City of Manchester, a New Hampshire municipal corporation acting by and through the Manchester Water Works, having a mailing address of 281 Lincoln Street, Manchester, New Hampshire 03103 ("Buyer"). In consideration of the mutual undertakings and covenants herein contained, Seller and Buyer hereby covenant and agree as follows:

SECTION 1

SALE OF PROPERTY AND ACCEPTABLE TITLE

1.01 Agreement to Buy and to Sell; Property. Seller shall sell to Buyer, and Buyer shall purchase from Seller at the price and upon the terms and conditions set forth in this Agreement the following:

(a) A certain tract or parcel of land, containing approximately 2.5 acres of land located in the Town of Auburn, being known as 31 & 39 Manchester Road, Tax Map 26, Lot 2 (the "Land") more particularly described as follows:

Beginning at the corner of E. Preston's land at the highway; thence West by said highway 14 rods and 14 links to a stake and stones; thence 83° E 22 rods, 15 links to a stone bound; thence S 39° E 5 rods to a stone bound; thence N 63° E 2 rods and 10 links; thence N 50° E 16 rods and 5 links to a stake and stones; thence due North 14 Rods and 20 links to the point of beginning

together with all buildings, improvements thereon and fixtures (such buildings, improvements, and fixtures together with the Land. Meaning and intending to convey the same premises conveyed to Stephen C. Babin by quitclaim deed of June A Childs f/k/a June A Babin dated June 7, 2002 and recorded in the Rockingham County Registry of Deeds at Book 3782, Page 2276 and the same premises conveyed to June A. Babin and Stephen C. Babin by Warranty Deed of Alice A. Bouley and Norman E. Bouley, Sr. dated December 19, 1986 and recorded in the Rockingham County Registry of Deeds at Book 2650, Page 1191.

(b) all right, title and interest of Seller in and to any alleys, strips or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under or to, any land, highway, street, road, right-of-way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land, and all right, title and interest of Seller in and to any awards for damage thereto by reason of a change of grade thereof;

(c) all right, title and interest of Seller in and to all permits, licenses, variances, approvals and authorizations issued by any governmental authority in connection with the Real Property;

(d) the accessions, appurtenant rights, privileges, appurtenances and all the estate and rights of Seller in and to the Land, as applicable, or otherwise appertaining to any of the property described in the immediately preceding clauses (a), (b) and (c); and

(e) all of the items described in subparagraphs (a), (b), (c), and (d) above are collectively the "Property."

1.02 Title and Survey.

(a) The Estate of Stephen Charles Babin, Michael Babin, Executor, shall convey to Buyer by Fiduciary Deed and Buyer shall accept from the Estate of Stephen Charles Babin, Michael Babin, Executor, the fee simple title to the Property.

(b) Buyer may, from the Effective Date through March 31, 2017 ("Title Review Period"), obtain, at Buyer's expense, (i) a commitment for title insurance for an ALTA Owner's Form B Title Insurance Policy and legible copies of all instruments and plans mentioned therein as exceptions to title (all of such items are hereinafter collectively referred to as the "Commitment"), and (ii) a survey of the Real Property prepared by a licensed surveyor or engineer hired by Buyer (the "Survey"). Should such Commitment or Survey contain any title exceptions or survey matters which are not acceptable to Buyer, in its sole discretion, Buyer may, on or prior to the expiration date of the Title Review Period, notify Seller in writing if any such title exceptions or survey matters are unacceptable. Unless Buyer shall notify Seller in writing that all of the title exceptions shown in the Commitment and all survey matters shown on the Survey are not acceptable on or before the expiration of the Title Review Period, the exceptions set forth in the Commitment and the matters shown on the Survey shall be deemed to be acceptable to Buyer. If any title exceptions or survey matters are unacceptable to Buyer, then Seller shall either (a) use best efforts to cure such unacceptable matters within thirty (30) days after the date that Buyer gives notices thereof to Seller; or (b) Seller shall notify Buyer in writing that Seller intends to terminate this Agreement, in which event the Deposit (as hereinafter defined) (and any interest earned thereon) shall be returned to Buyer and this Agreement shall be null and void and of no further force or effect; provided, however, that if such unacceptable matter is a lien which can be bonded or removed by the payment of a monetary amount, then Seller shall bond such lien or otherwise cause its discharge and Seller shall not exercise the rights set forth in subparagraph (b) above. If Seller, after exercising such best efforts, fail to either (A) cure said unacceptable title exceptions and survey matters or (B) make other arrangements and assurances satisfactory to Buyer to cure said unacceptable title exceptions or survey matters (as evidenced by Buyer's written approval thereof, which may be withheld in Buyer's sole discretion) within the applicable cure period above provided, Buyer may terminate this Agreement by notice given to Seller within seven (7) days after the expiration of the applicable cure period, in which event the Deposit (as hereinafter defined) (and any interest earned thereon) shall be returned to Buyer and this Agreement shall be null and void and of no further force or effect.

(c) As used herein, the term "Permitted Exceptions" shall mean:

1. those matters that Buyer has elected to accept in writing or have been deemed to accept pursuant to the terms of Section 1.02(b); and

2. the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing (as hereinafter defined), subject to adjustment as herein provided.

1.03 Due Diligence Inspection.

(a) Buyer and its authorized agents and representatives may from time to time, from the Effective Date through March 31, 2017, inspect all conditions and aspects of the Property (including, without limitation, physical inspection, hazardous waste review, and review of all other legal matters not addressed otherwise herein) for the purpose of examining the same and conducting such tests, including environmental tests and observations and compiling such information as Buyer, in its sole discretion may deem appropriate ("Inspection Period").

(b) After its inspections are completed, the Buyer shall restore the Premises, at the Buyer's sole cost and expense, substantially to its condition immediately prior to the Buyer's inspections. In the event Buyer discovers any matter in the course of its inspections which Buyer believes may be reportable to government authorities or others under applicable law, Buyer acknowledges and agrees that it shall not undertake any such reporting (unless affirmatively required to do so by applicable law), but shall notify Seller immediately of any such discovery. Seller assumes the obligation, if any, to report any matter as to which it receives such notice from Buyer, to the extent reportable under applicable law, and hereby indemnifies and shall hold Buyer harmless from any fines, penalties or charges assessed against Buyer for not reporting any such condition to governmental authorities, to include all of Buyer's reasonable attorneys' fees and costs in addressing any such assessment or charge by a governmental authority under this Section.

(c) Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, if Buyer concludes, in Buyer's sole and absolute discretion, that the Property is not satisfactory to Buyer for any reason, then Buyer shall have the right to terminate this Agreement by giving written notice of its election to do so to Sellers at any time on or before the expiration of the Inspection Period, and upon the giving of such notice, the Deposit, and all interest earned thereon, shall be returned to Buyer and this Agreement shall be null and void and of no further force or effect. Without limiting the foregoing, if Buyer fails to give written notice to Sellers on or before the expiration of the Inspection Period that Buyer intends to terminate this Agreement, then this inspection contingency shall be waived. In the event Buyer elects to timely terminate this Agreement in accordance herewith, upon receipt of the Deposit and all interest earned thereon, Buyer shall promptly deliver to Sellers all reports, evaluations and inspection reports prepared by Buyer's consultants pertaining to the Property and assign to Seller all of Buyer's rights therein, without representation or warranty by Buyer of any kind whatsoever.

1.04 Deposit. Unless this Agreement is timely terminated in accordance with the provisions of this Agreement on or before March 31, 2017, then the Deposit shall become non-refundable, except in the event of a material breach of this Agreement by the Seller or in the event any new objectionable title matters arise between the date of the Title Commitment and the Closing Date that were not of public record at the time the Title Commitment was issued.

SECTION 2

PURCHASE PRICE, ACCEPTABLE FUNDS, DEPOSIT AND ESCROW OF DEPOSIT

2.01 Purchase Price. The purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property is a total of Four Hundred and Seventy Thousand Dollars (\$470,000.00), subject to the prorations and adjustments provided in this Agreement.

2.02 Payment of Monies. All monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid by wire transfer or certified or cashier’s check or in such other manner as may be acceptable to Buyer and Sellers.

2.03 Payment of Purchase Price; Deposit.

The Purchase Price, subject to the prorations and adjustments set forth herein, shall be paid as follows:

(a) Five Thousand Dollars (\$5,000.00) shall be paid by Buyer to Escrow Agent (as hereinafter defined) upon approval of this Agreement by the Board of Water Commissioners of the Manchester Water Works (such amount being referred to herein as the “Deposit”).

(c) The balance of the Purchase Price shall be paid at closing.

2.04 Escrow Agent. The Escrow Agent hereunder shall be the Law Office of R. John Roy, 573 Maple Street, Manchester, NH 03104 (the “Escrow Agent”). The Deposit shall be held by Escrow Agent. If the Closing occurs, then Escrow Agent shall release the Deposit to the Estate of Stephen Charles Babin, Michael Babin, Executor, which Deposit shall be credited against the balance of the Purchase Price owed by Buyer to the Estate of Stephen Charles Babin, Michael Babin, Executor.

2.05 Escrow Provisions.

(a) Escrow Agent hereby acknowledges receipt by Escrow Agent of the Deposit paid by Buyer to be applied to the Purchase Price of the Property under the terms hereof. Escrow Agent agrees to hold, keep and deliver said Deposit and all other sums delivered to it pursuant hereto in accordance with the terms and provisions of this Agreement. Escrow Agent shall not be entitled to any fees or compensation for its services hereunder. Escrow Agent shall be liable only to hold said sums and deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement between Buyer and Seller resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies

then held by it under the terms of this Agreement, and in so doing Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement between Seller and Buyer, and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Escrow Agent shall not disburse any of the monies held by it under this Agreement unless in accordance with either a joint written instruction of Buyer and Seller or an Escrow Demand from either Buyer or Seller in accordance with the provisions hereinafter set forth. Upon receipt by Escrow Agent from either Buyer or Seller (the "Notifying Party") of any notice or request (the "Escrow Demand") to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement, Escrow Agent shall give written notice to the other party (the "Notified Party"). If within ten (10) days after the giving of such notice, Escrow Agent does not receive any written objection to the Escrow Demand from the Notified Party, Escrow Agent shall comply with the Escrow Demand. If Escrow Agent does receive written objection from the Notified Party in a timely manner, Escrow Agent shall take no further action until the dispute between the parties has been resolved pursuant to either clause (a) or (b) above. Further, Escrow Agent shall have the right at all times to pay all sums held by it into any court of competent jurisdiction after a dispute between or among the parties hereto has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.

SECTION 3

THE CLOSING

3.01 Closing. Except as otherwise provided in this Agreement, the delivery of all documents necessary for the closing of this transaction pursuant to this Agreement (the "Closing") shall be consummated at the offices of Buyer's counsel or such other place as Seller and Buyer shall mutually agree, at 10:00 A.M. on April 30, 2017 (the "Closing Date"). The "Time of Closing" shall be at such time as all recordable instruments necessary for the Closing of this transaction shall be placed on record in both the Rockingham County Registries of Deeds. TIME BEING OF THE ESSENCE.

SECTION 4

CONDITIONS TO CLOSING

4.01 Specific Buyer Conditions. The obligations of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the respective dates set forth below of all the following conditions, any or all of which may be waived by Buyer in writing at its sole discretion. In the event that any of such conditions shall not be satisfied or waived by Buyer on or before the respective dates set forth below, Buyer shall have the right to terminate this Agreement by written notice given to Seller on or before the applicable dates set forth below, in which event the Deposit and all interest accrued thereon shall be returned to Buyer (subject to the provisions set forth below) and this Agreement shall be null and void and of no further force or effect. Buyer's failure to timely terminate this Agreement in accordance with the

terms hereof or Sections 1.02 and 1.03, shall cause the Deposit and all accrued interest thereon to become non-refundable, subject only to either Seller's material breach of this Agreement.

(a) Approval by the Board of Water Commissioners. The Board of Water Commissioners of the Manchester Water Works shall have approved of this Agreement and the purchase of the Property. The Board of Water Commissioners may approve or not approve of this Agreement and the purchase of the Property in its sole and unfettered discretion.

(b) No Default By Seller. As of the Time of Closing, Seller shall have performed all of Sellers' covenants, agreements and obligations under this Agreement, and all of Sellers' representations and warranties set forth in this Agreement shall be true, correct and complete as of the date hereof and as of the Time of Closing.

(c) No Material Adverse Change. As of the Time of Closing, no material adverse change with respect to the condition of the Property including, without limitation, the physical, environmental or title thereof shall have occurred since the Effective Date.

(d) Title. As of March 31, 2017, Buyer shall have obtained an irrevocable written commitment from a national title insurance company acceptable to Buyer at its sole discretion (the "Title Company"), for an owner's title insurance policy covering the Property consistent with the Commitment (as defined in Section 1.02(b) hereof), in the full amount of the Purchase Price, insuring Buyer's fee simple ownership interest in the Property, subject only to the Permitted Exceptions and there shall have been no new objectionable title matters arising between the date of the title commitment and the date of closing that were not of public record at the time of the Title Commitment.

SECTION 5

REPRESENTATIONS AND WARRANTIES OF SELLERS

Seller represents and warrants to Buyer as of the Effective Date (which representations and warranties shall also be true as of the Time of Closing) as follows:

5.01 Authority. Seller has full power to execute, deliver and carryout the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms. No additional order, permission, consent, approval, license, authorization, registration or validation of, or filing with, or exemption by, any governmental agency, court, commission, board or public authority is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement by Seller or the taking by Seller of any action contemplated by this Agreement.

5.02 No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Seller is now a party or by which it or the Property is bound, or any order, rule or regulation of any court or other governmental agency or official.

5.03 Ownership of Property. The Estate of Stephen Charles Babin, Michael Babin, Executoris fee simple titleholder of the Real Property and has good, marketable and insurable (at normal rates) title thereto. Seller, at its sole cost and expense, has obtained all required consents, releases and permissions and will have complied with all applicable statutes, laws, ordinances and regulations of every kind and nature, to the extent necessary and/or required, in order to convey to Buyer title to the Property subject only to the Permitted Exceptions.

5.04 Rights in Others. No person or other entity has any right or option to acquire, lease or occupy all or any portion of the Property.

5.05 Leases. There are no leases, subleases, licenses or other rental agreements or occupancy agreements (written or verbal) in force or effect which grant any possessory interest in or to any space situated on or in the Property or that otherwise give rights with regard to use of the Property.

5.06 Other Covenants, Restrictions and Encumbrances. There are no restrictive covenants, assessments, pending assessments, "no protest" agreements, developer extension agreements, notices of lispendens, notices of lease, notices of contract, notices of sale or option agreements, attachments, mortgages or similar covenants, encumbrances or restrictions affecting or encumbering the Property.

5.07 Service Contracts. There are no service, maintenance, supply or management contracts affecting the Property.

5.08 Compliance with Law. Neither the Seller nor the Property is in violation of any zoning, building, health, traffic, environmental, flood control, or other applicable laws, regulations, ordinances and rulings of any local, state and federal authorities or any other governmental entity having jurisdiction over the Property.

5.09 No Violation Notice. Seller has not received notice:

(a) from any federal, state, county or municipal authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect of the Property or any part thereof;

(b) concerning the possible or anticipated condemnation of any part of the Property, or the widening, change of grade or limitation on use of streets abutting the same or concerning any special taxes or assessments levied or to be levied against the Property or any part thereof;

(c) from any insurance company or bonding company of any defects or inadequacies in the Property or any part thereof, which would adversely affect the insurability of the same or cause the imposition of extraordinary premiums or charges therefor or of any termination or threatened termination of any policy of insurance or bond; and

(d) from the grantor or holder of any easement or license with respect to the Property, alleging any default or breach by Seller of the applicable provisions thereof.

5.10 Public Improvements. To the best of Seller's knowledge, there are no written or proposed plans to widen, modify or realign any street or highway, or any existing or proposed eminent domain proceedings, which would affect the Property in any way whatsoever. To the best of Seller's knowledge, there are no presently planned public improvements which would result in the creation of a special assessment or similar lien upon the Property.

5.11 Assessments. No assessments for public improvements have been made against the Property which are unpaid, including, without limitation, those for construction of sewer or water lines, streets, sidewalks or curbs nor, to the best of Seller's knowledge, are any such assessments pending or threatened.

5.12 Utilities. Neither Seller nor any of its agents have entered into any agreements in connection with any utilities for the Property, other than as may already exist of record. Neither Seller, or to the best of its knowledge, any prior owner of the Property has received notice of any fact or condition existing would or could result in the termination or reduction of the current access from the Property to existing roads and highways, or to sewer or other utility services available to the Property.

5.13 Hazardous Substances.

Seller (i) has not ever generated, stored or disposed of any Hazardous Material (as defined below) on the Property, (ii) has any knowledge of the generation, storage or disposal of any Hazardous Material on the Property by any other person or entity, and (iii) has received notice from any governmental authority, and has any knowledge, regarding the presence or alleged presence of any Hazardous Material on the Property. Seller has no knowledge of the existence of, and has not obtained or had performed on its behalf, any hazardous waste or environmental report, geotechnic study, soil report or other engineering report or study with respect to the Property.

(a) To the best of Seller's knowledge, there is not now, nor has there ever been, any underground storage tank located on or under the Property.

(b) Seller nor, to the best of its knowledge, any other owner of the Property has filed any notice under any federal or state law indicating past or present treatment, storage, release or disposal of any Hazardous Material on the Real Property. Seller nor, to the best of its knowledge, any other owner of the Property, has received any notice to the effect that it may be liable as a result of a release or threatened release of a Hazardous Material from, the Real Property and Seller nor, to the best of its knowledge, any other owner of the Property has material contingent liability in connection with any such release or threatened release. To the Seller's knowledge, there have been no past, and there are no present, pending or threatened actions or proceedings by any governmental agency or any other entity regarding public health risks with respect to the environmental condition of the Property, or the disposal or presence of Hazardous Material or regarding any Environmental Law. Except as set forth in the Reports, there is no lien, encumbrance or preferential arrangement of any kind in favor of any governmental entity for: (i) any liability under any Environmental Laws, or (ii) damages arising from, or costs incurred by such governmental entity in response to, a release or threatened release of a Hazardous Material from the Property.

(c) The term “Environmental Laws” means all federal, state or local laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to health, safety, wetlands, industrial hygiene, waste disposal, or the protection of the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and the federal Clean Water Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act, the federal Pesticide Act of 1978, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act and all amendments thereto and regulations adopted and publications promulgated pursuant thereto.

(d) The term “Hazardous Material” includes, without limitation, oil and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls, radon, urea formaldehyde, radioactive materials, pesticides and all other materials classified or regulated as hazardous or toxic under any Environmental Law.

5.14 Litigation. There is no pending or, to Seller’s knowledge, threatened action, litigation or governmental proceeding affecting or relating to Seller or the Property that could result in any encumbrance to the Property, affect the validity or enforceability of this Agreement or any other instrument or document to be delivered by Seller in connection with the transactions contemplated hereby or the performance of Seller under this Agreement or under any of such other instruments or documents, or the ability of Buyer to acquire, own and develop the Property, and Seller is not aware of any basis for any such action, litigation or governmental proceeding.

5.15 Governmental Actions. To the best of Seller’s knowledge, there are no threatened, pending or proposed (i) proceedings or governmental actions to modify the zoning classification of, or to condemn, or to purchase in lieu thereof, all or any part of the Property, (ii) reassessments or special assessments or penalties or interest with respect to the Land or any other assessments applicable to the Property, (iii) proceedings before any court or administrative agency, the adverse resolution of which would have an adverse effect on the value or operations of the Property, (iv) rent controls or governmental moratoria affecting the Property, or (v) any other impediments that could significantly interfere with the Buyer’s use or disposition of the Property or the value or operations of the Property.

5.16 Bankruptcy Matters. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or substantially all of its assets, suffered the attachment or other judicial seizure of all or substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

5.17 Full Disclosure. None of the representations or warranties in this Agreement by Seller, nor any descriptive information concerning the Property set forth in this Agreement, nor any document, statement, certificate, schedule or other information furnished or to be furnished to Buyer by Seller on its behalf in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements of fact contained therein not misleading.

5.18 Maintenance of Property. Seller shall maintain the Property through the time of closing in the same condition or repair that exists on the date of this Agreement, reasonable wear and tear accepted.

SECTION 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the Effective Date (which representations and warranties shall also be true as of the Time of Closing) as follows:

6.01 Organization and Authority. Buyer is a validly existing municipal corporation under the laws of the State of New Hampshire. Subject to the approval of the Board of Water Commissioners of the Manchester Water Works Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement and the execution, delivery and performance of this Agreement.

6.02 No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Buyer is now a party or by which is bound, or any under, rule or regulation of any court or other governmental agency or official.

SECTION 7

SELLER'S OBLIGATIONS PRIOR TO CLOSING

Seller covenants that between the date of this Agreement and the Time of Closing:

7.01 Insurance. Until the Time of Closing, Seller shall maintain their present liability insurance on the Property and shall maintain fire and extended coverage casualty insurance on the Property on a full replacement cost basis. The risk of loss in and to the Property shall remain vested in Seller until the Time of Closing. In the event that the improvements on the Property are destroyed or materially damaged by fire or other casualty between the Effective Date and the Time of Closing, Buyer shall take such improvements as exist and Seller shall deliver an assignment of any and all insurance proceeds to which Seller may be entitled. For the purposes of this Agreement, the term "materially damaged" means that the cost of repair or restoration shall be reasonably estimated to exceed the sum of One Hundred Thousand Dollars (\$10,000).

7.02 Condemnation. If prior to the Time of Closing, all or any portion of the Property is taken by eminent domain by any governmental entity or if any eminent domain proceeding shall have been noticed or otherwise commenced, then Buyer shall have the option, exercisable by written notice given to Seller within thirty (30) days of receipt of written notification from Seller of the proceeding either to (a) terminate this Agreement, whereupon all obligations of all parties hereto shall cease, the Deposit, and all interest earned thereon, shall be returned to Buyer, except for any non-refundable portions of said Deposit and this Agreement shall be null and void and of no further force or effect; or (b) proceed with the purchase of the Property, and in such case, Seller shall pay over or assign to Buyer all amounts received or due from, and all claims

against any governmental entity as a result of such taking. Without limitation of the foregoing, Seller shall notify Buyer in writing within five (5) days after Seller receives notice that any condemnation or eminent domain proceedings with respect to the Property are pending or threatened, and Buyer shall have the right to participate with Seller in the negotiation and settlement of any condemnation award relating to the Property if the Buyer elects to proceed with the Purchase of the property.

7.03 Liens. Seller agrees to keep the Property free from mechanics' and materialmen's liens or other liens or encumbrances and to indemnify and save Buyer harmless from any such liens or encumbrances which may exist at the Closing Date and all attorneys' fees and other costs and expenses incurred by reason thereof, other than those liens or encumbrances arising from actions of Buyer.

7.04 Change of Circumstance. Seller shall promptly notify Buyer if Seller becomes aware of any transaction, occurrence or circumstance prior to the Time of Closing which would make any of the representations or warranties of Seller contained in this Agreement untrue, materially incorrect or materially incomplete in any respect.

7.05 No Contracts. Seller shall not enter into any new lease, contract, easement or other agreement affecting the Property prior to Closing without Buyer's prior written approval.

SECTION 8

SELLER'S CLOSING OBLIGATIONS

8.01 Closing Deliveries and Obligations. At the Closing, Seller shall deliver the following to Buyer:

(a) Deed. A fiduciary deed to the Property in form and substance acceptable to Buyer, duly executed and acknowledged by Seller, conveying the Real Property to Buyer, subject only to the Permitted Exceptions.

(b) Evidence of Tax Payments. Evidence that all real estate taxes and personal property taxes affecting the Property which are payable at the Time of Closing have been paid.

(c) Title Affidavits. Such affidavits and indemnities as the Title Company may reasonably and customarily require, including, without limitation, such affidavits and indemnities as may be required in order to omit from Buyer's title insurance policy all exceptions for (i) parties in possession, and (ii) mechanics' liens.

(d) Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company and Buyer.

(e) Certificate as to Representations and Warranties. A certificate by Seller to the effect that all of the representations and warranties of Seller set forth herein remain true, correct and complete as of the Time of Closing.

(f) Non-Foreign Affidavit. An affidavit to show compliance by Seller with the Foreign Investment and Real Property Tax Act, IRC Section 1445(b)(2), as amended.

(g) State Law Disclosures. Declaration of Transfer Tax as required by applicable state law in connection with the conveyance of real property.

(h) Settlement Statement. A settlement statement, duly executed by Seller.

(i) Other Documents and Instruments. Such other documents, instruments, agreements, indemnities and affidavits as may be reasonably necessary or customarily required of sellers in order to effectuate transactions of this nature in the municipality in which the Property is located.

8.02 Possession. At the Time of Closing, Seller shall deliver full possession of the Property (i) free of all tenants or occupants and personal property of any nature and type whatsoever, and (ii) not in violation of any applicable law or regulation of any governmental authority or of any encumbrance to title to the Property except for Permitted Encumbrances.

SECTION 9

BUYER'S CLOSING OBLIGATIONS

9.01 Closing Deliveries and Obligations. At the time of Closing, Buyer shall deliver the following to Seller:

(a) Payment of Purchase Price. The Purchase Price as set forth in Section 2.01.

(b) Authority Documents. Such documents and evidence of the existence, organization, authority and good standing of Buyer and the authority of the persons executing the documents at the Closing on behalf of Buyer, as may be reasonably required by Seller.

(c) Certificate as to Representations and Warranties. A certificate by Buyer to the effect that all of the representations and warranties of Buyer set forth herein remain true, correct and complete as of the Time of Closing.

(d) Settlement Statement. A settlement statement, duly executed by Buyer.

(e) Other Documents and Instruments. Such other documents, instruments, agreements, indemnities and affidavits as may be reasonably necessary or customarily required of buyers in order to effectuate transactions of this nature in the municipality in which the Property is located.

SECTION 10

APPORTIONMENTS, ADJUSTMENTS TO PURCHASE PRICE; CLOSING COSTS

10.01 Seller's Expenses. Seller shall pay (i) the transfer taxes applicable to Seller payable in connection with the conveyance of the Property, (ii) its own counsel fees in connection with this transaction, and (iii) such other closing costs as are customarily paid by a seller in transactions of this nature.

10.02 Buyer's Expenses. Buyer shall pay (1) the transfer taxes, if any, applicable to Buyer in connection with the conveyance, (ii) its own counsel fees, and (iii) such other closing costs as are customarily paid by a buyer in transactions of this nature.

SECTION 11

FAILURE TO PERFORM

11.01 Seller's Default. If at the Time of Closing Seller fails to give title or to make conveyance, or to deliver possession of the Property, or to satisfy all of the terms and conditions precedent to Closing as set forth in this Agreement, or if Seller shall materially breach any covenant of such Seller set forth herein, all as herein stipulated, or if on such date the Property does not conform with the provisions hereof due to any material breach by Seller of its obligations under this Agreement, and Buyer does not elect to take title, as is, Seller shall be in default under this Agreement, and, upon demand by Buyer, all Deposits made hereunder, together with all interest earned thereon, shall be forthwith returned to Buyer (notwithstanding any provision of this Agreement to the contrary as to the non-refundability thereof), or Buyer may pursue the remedy of specific performance, in which event any Deposit made hereunder, and all interest earned thereon, shall be credited against the Purchase Price. In addition, if Buyer does not pursue specific performance and Seller's default under this Agreement is knowing and intentional, then Seller shall, within five (5) days after demand from Buyer, reimburse Buyer for all of Buyer's out-of-pocket costs and expenses (including, without limitation, reasonable fees for Buyer's attorneys, architects, engineers and consultants) in connection with the preparation and negotiation of this Agreement and Buyer's due diligence review of the Property.

11.02 Buyer's Default. The parties acknowledge that in the event of Buyer's material failure to fulfill its obligations hereunder it is impossible to compute exactly the damages which would accrue to Seller in such event. The parties have taken these facts into account in setting the amount of the Deposit, and hereby agree that: (i) such amount together with the interest earned thereon is the pre-estimate of such damages which would accrue to Seller; (ii) such amount represents damages and not any penalty against Buyer; and (iii) if this Agreement shall be terminated by Seller by reason of Buyer's material failure to fulfill Buyer's obligations hereunder, the Deposit together with the interest thereon shall be Seller's full and liquidated damages in lieu of all other rights and remedies which Seller may have against Buyer at law or in equity.

SECTION 12

BROKERAGE

12.01 Brokerage Fees. Seller and Buyer represents and warrants to the other that it has not dealt with any real estate broker in connection with this transaction and neither knows of any broker who may claim or may have the right to claim a commission in connection with this transaction. Seller and Buyer shall indemnify and defend each other against any costs, claims or expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of their respective representations, warranties or agreements contained in this Section. The representations and obligations under this Section shall survive the Closing or, if the Closing does not occur, the termination of this Agreement.

SECTION 13

NOTICES

13.01 Effective Notices. All notices under this Agreement shall be in writing and shall be delivered personally or shall be sent by: (i) hand, (ii) recognized overnight mail service (e.g., Federal Express, Tiger or DHL), (iii) facsimile, or (iv) prepaid registered or certified mail, return receipt requested, addressed as follows:

If to Buyer:	Manchester Water Works 281 Lincoln Street Manchester, New Hampshire 03103 Attention: Philip Croasdale Director Telephone Number: 603-624-6494 pcroasdale@manchesternh.gov
With a copy to:	City Solicitor One City Hall Plaza Manchester, NH 03101 Attention: Thomas Arnold, Esq. Telephone Number: 603-624-6523 tarnold@manchesternh.gov
If to Seller:	the Estate of Stephen Charles Babin, Michael Babin, Executor 241 Sandown Road Chester, New Hampshire 03036
With a copy to:	Law Offices of R. John Roy 573 Maple StreetStreet Manchester, New Hampshire 03104

Notices shall be deemed effective if delivered by 5:00 PM by: (i) hand, when so delivered, (b) recognized overnight mail courier service, when deposited with such service, (c) facsimile, when the sender thereof has received electronic confirmation of delivery of such facsimile, or (d) prepaid registered or certified mail, when deposited with the U.S. Postal Service. Any party

hereto may change its address for purposes of receipt of notices under this Agreement by notice given to the other parties hereto in accordance with the foregoing provisions of this Section. Notwithstanding the foregoing, the parties hereby agree that notice delivered by or to counsel for either party shall be deemed to constitute notice to or from the respective parties.

SECTION 14

MISCELLANEOUS PROVISIONS

14.01 Survival. The representations and warranties of Seller and Buyer set forth in this Agreement shall survive the Closing.

14.02 Integration. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

14.03 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Hampshire in which the Property is located.

14.04 Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

14.05 Bind and Inure. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14.06 Number and Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

14.07 Marketing of Property. Unless and until the obligations of Buyer and Seller to proceed to Closing pursuant to this Agreement are duly terminated pursuant to the terms hereof, Seller shall not enter into any negotiations, understandings or agreements with any party other than Buyer relating to the sale, transfer or other disposition of the Property or any portion thereof, and Seller shall not market or offer the Property or any portion thereof for sale to any other party.

14.08 Time of the Essence. Time shall be of the essence with respect to the provisions of this Agreement.

14.09 Counterparts. This Agreement may be executed in counterparts, all of which executed counterparts shall be considered the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

14.10 Business Day. In the event that the date for delivery of any notice or for performance by any party of any obligation of such party under this Agreement, including, without limitation, the expiration date of the Title Review Period, Inspection Period or the Closing Date, shall occur on a Saturday, Sunday or other legal holiday recognized in the state, county or municipality in which the Property is located (a "Non-Business Day"), the time for delivery of such notice or performance of such obligation shall be the next day which is not a Non-Business Day.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

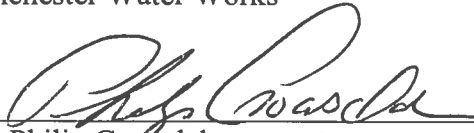
SELLER:

The Estate of Stephen Charles Babin,
Michael Babin, Executor

By: 
Michael Babin, Executor

BUYER:

City of Manchester
Manchester Water Works


By: 
Philip Croasdale
Duly Authorized Director

RECEIPT

The Purchase and Sale Agreement has been received by the Escrow Agent on this the 14th day of November, 2016 and the Escrow Agent acknowledges the terms thereof and agrees to perform as Escrow Agent in accordance therewith and further acknowledges that unless the parties are provided written notice otherwise.

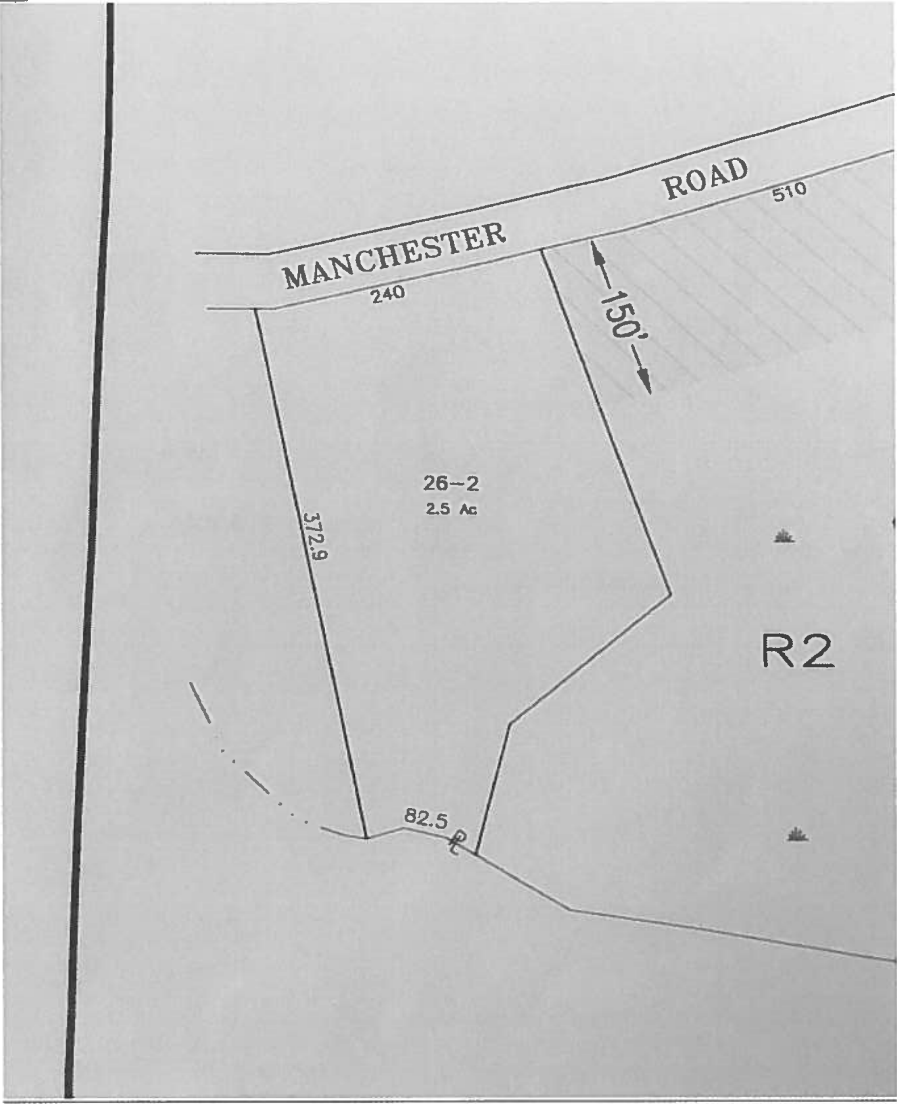
ESCROW AGENT:

Law Offices of R. John Roy

By: 
R. John Roy



Tax Assessor Map



Aerial View of Subject

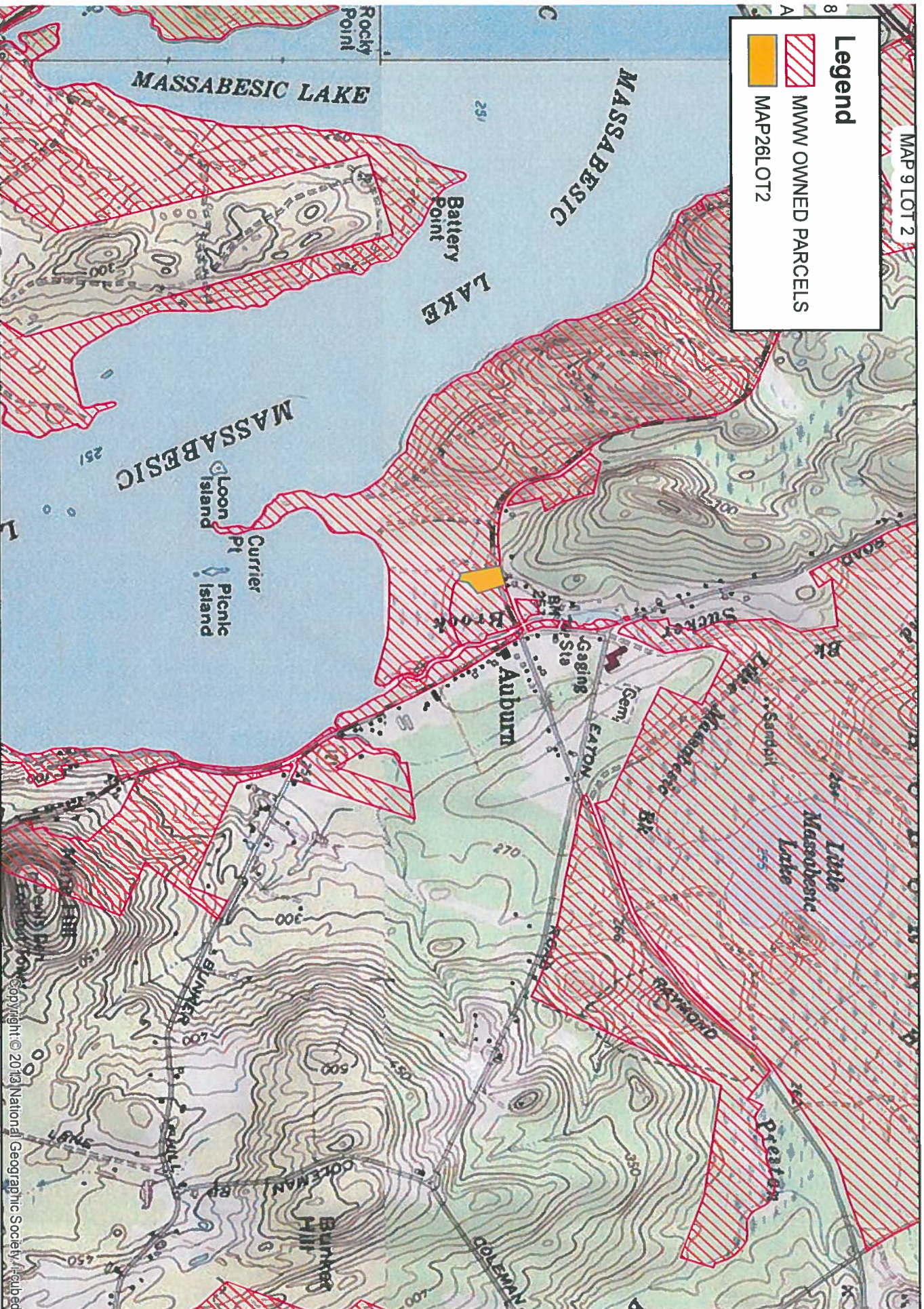


POTENTIAL AUBURN, NH LAND PURCHASES

MAP 26 LOT 2 - BABIN LAND

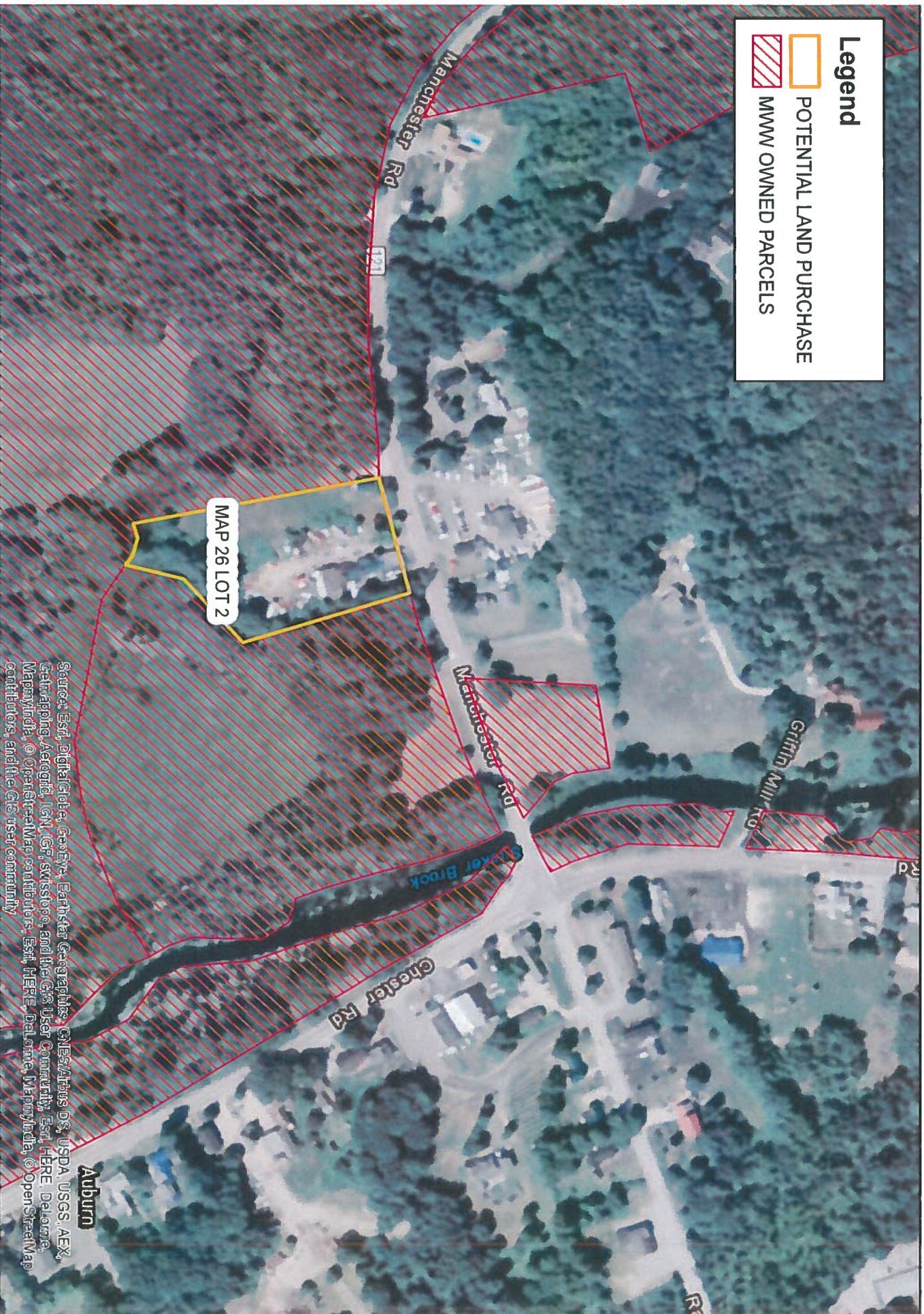


5.21



POTENTIAL AUBURN, NH LAND PURCHASES

MAP 26 LOT 2 - BABIN LAND



Appraisal Report



2 Residences and Industrial Building
31 & 39 Manchester Road
Auburn, NH 03032

Date of Report: March 16, 2016
Date of Value: February 12, 2016

Prepared For:
Michael Babin
241 Sandown Street
Chester, NH 03036

Prepared By:
Sean Brennan & Stephen Bullock, MAI, FRICS
P.O. Box 182
Windham, NH 03087

March 16, 2016

Michael Babin
241 Sandown Road
Chester, NH 03036

RE: Appraisal Report
31 & 39 Manchester Road
Auburn, NH 03032

Dear Mr. Babin:

In accordance with your request, we have prepared a real property appraisal of the above-referenced property, presented in appraisal report format. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions.

The property is located at 31 & 39 Manchester Road, Auburn, Rockingham County, New Hampshire, 03032. The subject is further identified as Assessor's Map 26, Lot 2. The site measures 2.5 acres per assessor map and has approximately 240' of frontage along the south side of Manchester Road. The following chart presents a summary of the improvements on the lot:

Improvement Summary					
#	Address	Land Ac	Yr Blt	GBA	Comment
1	31 Manchester Road	N/A	1920	1,042	2-bedroom, 1-bath, cape style home
2	39 Manchester Road	N/A	1880	2,096	5-bedroom, 1-bath farmhouse
3	Welding Shop	N/A	N/A	2,456	Wood frame garage, 3 overhead doors, 12.5' clear height, approx. 50 years

The property is leased to three tenants-at-will as follows:

Rent Roll					
#	Address	GBA	Mo. Rent	\$/sf	Annual \$/sf
1	31 Manchester Road	1,042	\$1,500	\$1.44	\$18,000
2	39 Manchester Road	2,096	\$1,300	\$0.62	\$15,600
3	Welding Shop	2,456	\$1,500	\$0.61	\$18,000
					\$51,600

We have developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

Mr. Michael Babin is the client and sole intended user in this assignment. The intended use is to assist in establishing a sales price. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

The subject is valued based on AS IS condition and AS SUBDIVIDED condition. The AS SUBDIVIDED value is based on the **extraordinary assumption** that a lot-split is completed which subdivides 31 Manchester Road (improved with single family home) from 39 Manchester (improved with single family home and welding shop). This appraisal assignment and appraisal report submitted herewith is not contingent on or subject to any other extraordinary assumptions and/or hypothetical conditions.

Based on the analysis contained in the following report, our value conclusions are as follows:

Value Type	Value Premise	Value	Interest	Effective	Value
Market Value	As Is	Current	Fee	2/12/2016	\$450,000

Value Type	Value Premise	Value	Interest	Effective	Value
Market Value	As Subdivided	Current	Fee	2/12/2016	\$520,000

Respectfully submitted,



Sean Brennan



Stephen Bullock, MAI, FRICS

[Aerial View of Subject](#)



Highest and Best Use Analysis

Highest and best use, as applied in this appraisal, is defined as follows:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

The subject property is located in the Commercial Two (C-2) - Village Overlay District. The subject parcel zoning was amended in 2013 from a residential zone to the C2/Village Overlay zone. Uses allowed include low density local commercial and light industrial use. Single and multifamily is not explicitly permitted and therefore is a legal-non-conforming use. In the Village Overlay District, the minimum lot area is 1 acre and minimum lot frontage is 100 feet; therefore, it appears that the single family known as 31 Manchester Road could be subdivided and sold separately.

The highest and best use "as vacant" is would be for a commercial, mixed-use or light industrial use. Given the limited size of the site, a small owner-user commercial and/or light industrial use is the most likely use "as vacant".

Overall, the existing improvements and current "mixed" use as two single family homes and a welding shop is considered the highest and best use "as improved". This mixed use are legal, nonconforming uses permitted via grandfathering. Land value has not reached the point where demolition of the improvements and redevelopment of the site is likely as the improvements continue to contribute value. While acquisition, demolition and redevelopment of the subject by an adjacent or abutting property owner may be feasible, this is not maximally productive for the subject property owner.

The estimated exposure time period is four to six months based on the marketing time of similar properties.



General Notes

Legend:

- Monitoring Well
- Boring

No.	Revision/Notes	Date

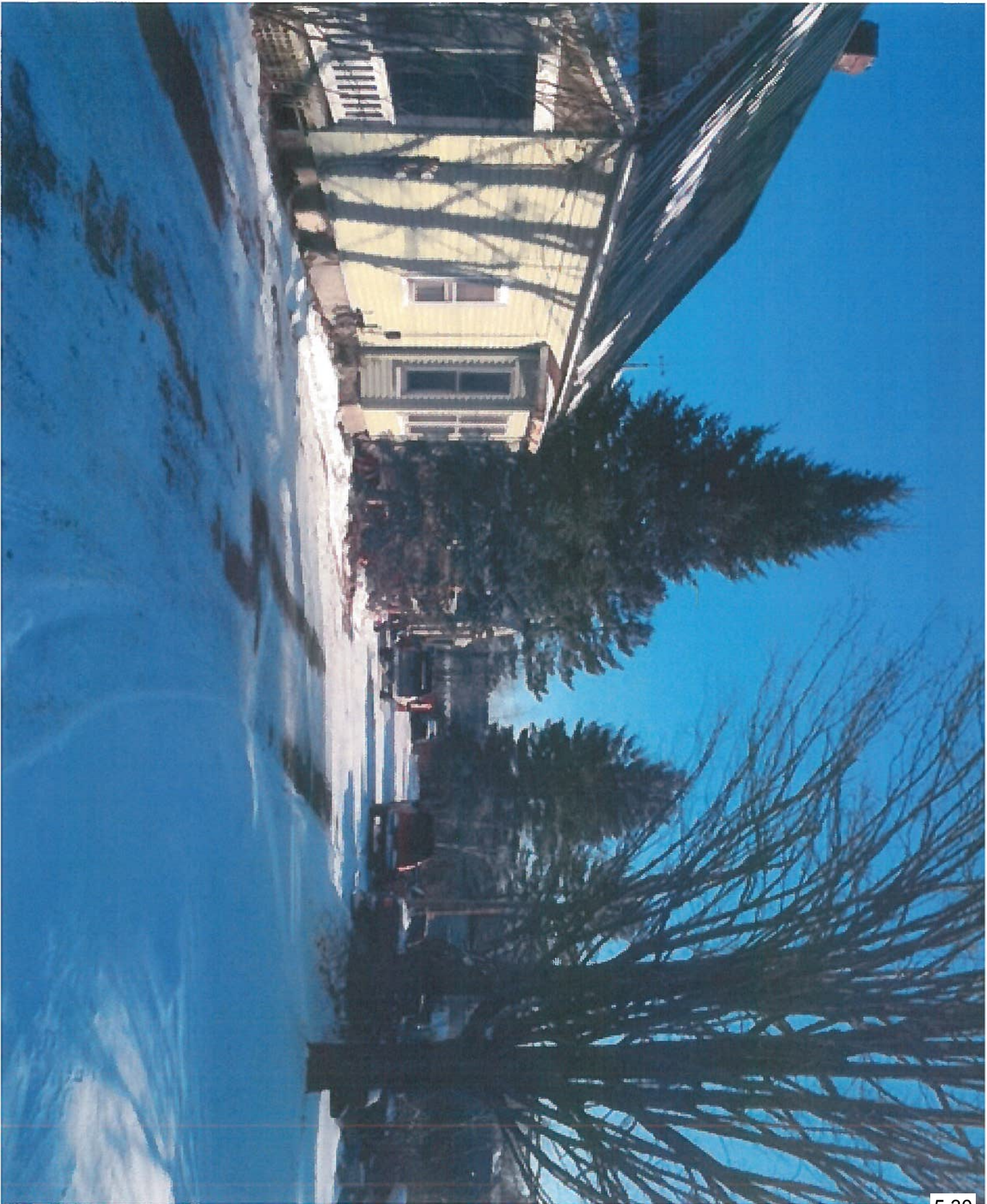


FIGURE 1. MONITORING WELL AND BORING LOCATIONS AT MANCHESTER ROAD ADJACENT NEW HAMPSHIRE

Date: DEC. 19, 2018
 DESIGNED BY: JAM
 CHECKED BY: JAM
 NOTE: NOT TO SCALE

Sheet:
 1 OF 1

















Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Hal Sullivan
Rick Rothwell
Bill Skouteris
Toni Pappas
Patrick Robinson

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

September 12, 2016

Lands and Building Committee
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

**Subject: Recommendation to Retain City Ownership
of Railroad Corridor at 399 Silver Street**

Dear Committee Members,


As we discussed at your recent August 16th meeting, the Environmental Protection Division (EPD) respectfully recommends that the rail corridor along 399 Silver Street be retained in City ownership. The EPD has long standing infrastructure plans for this rail corridor that will be in direct conflict with the private sale and use of this parcel.

As mandated by the Environmental Protection Agency, the EPD developed a master plan to address combined sewer overflows (CSOs) on the city's east side. This plan was developed in 2010 working in close collaboration with several city departments including Planning and Community Development, Parks and Recreation, and the DPW. A key master plan recommendation is the use of this railroad corridor from Elm Street to Mammoth Road to relocate Cemetery Brook the city's main drainage channel (please see Figure No. 1 attached). The relocation of Cemetery Brook will be one of the largest construction projects the city has ever undertaken with large volume box culverts installed up to 25-ft deep. Design work for this project is scheduled to start in 2017. Construction at this Silver Street location is scheduled to start in eight to ten years. After construction is completed, EPD plans to restore this rail corridor as a walking/bike trail to complement the city's ongoing rail-to-trail program (please see Figure No. 2 attached).

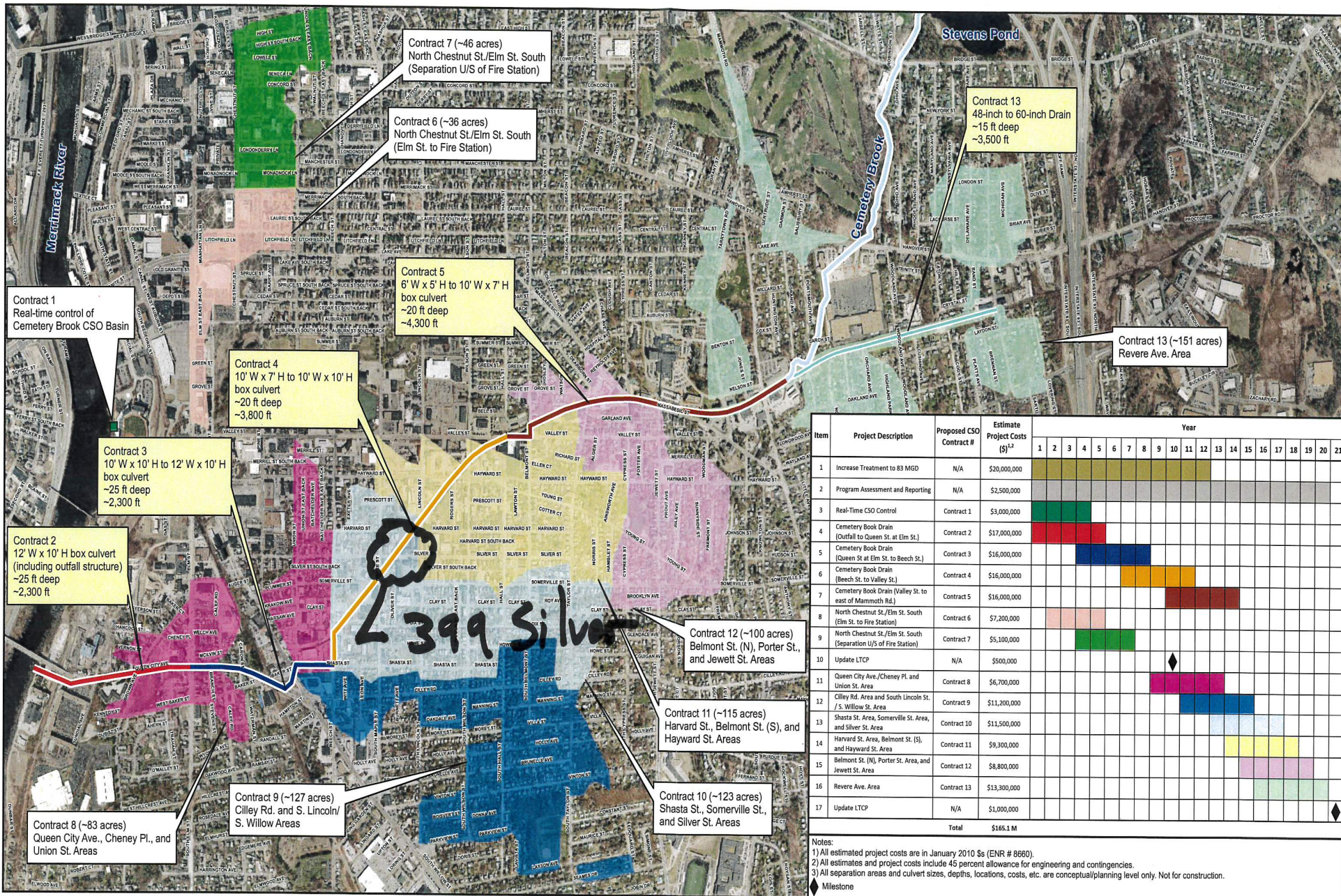
Relinquishing ownership of the property prior to construction of the CSO project will create significant future challenges for EPD. The excavation required to install box culverts 20-ft deep in this Silver Street location will effectively render the site unusable for the period of construction. In addition, a utility easement will have to be negotiated with the new owner which can be time consuming, contentious, and expensive for EPD. If an easement is not successfully negotiated, the entire routing of the relocated Cemetery Brook could be impacted.

In closing, the EPD working in close collaboration with other departments and the Board of Mayor and Alderman received city wide support of our 2010 CSO Master Plan. To relinquish ownership of this critical railroad corridor parcel could negatively impact the entire CSO Master Plan. Thank you for your consideration of EPD's recommendation for the city to retain ownership of this parcel of land.

Sincerely,


Frederick J. McNeill, P.E.
Chief Engineer

Attachments:



Item	Project Description	Proposed CSO Contract #	Estimate Project Costs (\$) ^{1,2}	Year																				
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	Increase Treatment to 83 MGD	N/A	\$20,000,000																					
2	Program Assessment and Reporting	N/A	\$2,500,000																					
3	Real-Time CSO Control	Contract 1	\$3,000,000																					
4	Cemetery Brook Drain (Outfall to Queen St. at Elm St.)	Contract 2	\$17,000,000																					
5	Cemetery Brook Drain (Queen St. at Elm St. to Beech St.)	Contract 3	\$16,000,000																					
6	Cemetery Brook Drain (Beech St. to Valley St.)	Contract 4	\$16,000,000																					
7	Cemetery Brook Drain (Valley St. to east of Mammoth Rd.)	Contract 5	\$16,000,000																					
8	North Chestnut St./Elm St. South (Elm St. to Fire Station)	Contract 6	\$7,200,000																					
9	North Chestnut St./Elm St. South (Separation U/S of Fire Station)	Contract 7	\$5,100,000																					
10	Update LTCP	N/A	\$500,000																					
11	Queen City Ave./Cheney Pl. and Union St. Area	Contract 8	\$6,700,000																					
12	Ciley Rd. Area and South Lincoln St. / S. Willow St. Area	Contract 9	\$11,200,000																					
13	Shasta St. Area, Somerville St. Area, and Silver St. Area	Contract 10	\$11,500,000																					
14	Harvard St. Area, Belmont St. (S), and Hayward St. Area	Contract 11	\$9,300,000																					
15	Belmont St. (N), Porter St. Area, and Jewett St. Area	Contract 12	\$8,800,000																					
16	Revere Ave. Area	Contract 13	\$13,300,000																					
17	Update LTCP	N/A	\$1,000,000																					
Total			\$165.1 M																					

Notes:
 1) All estimated project costs are in January 2010 \$s (ENR # 8660).
 2) All estimates and project costs include 45 percent allowance for engineering and contingencies.
 3) All separation areas and culvert sizes, depths, locations, costs, etc. are conceptual/planning level only. Not for construction.

◆ Milestone

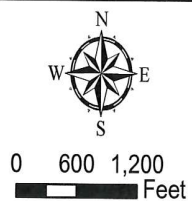


Cemetery Brook Drainage Culvert Legend

- Contract 2
- Contract 3
- Contract 4
- Contract 5
- Contract 13

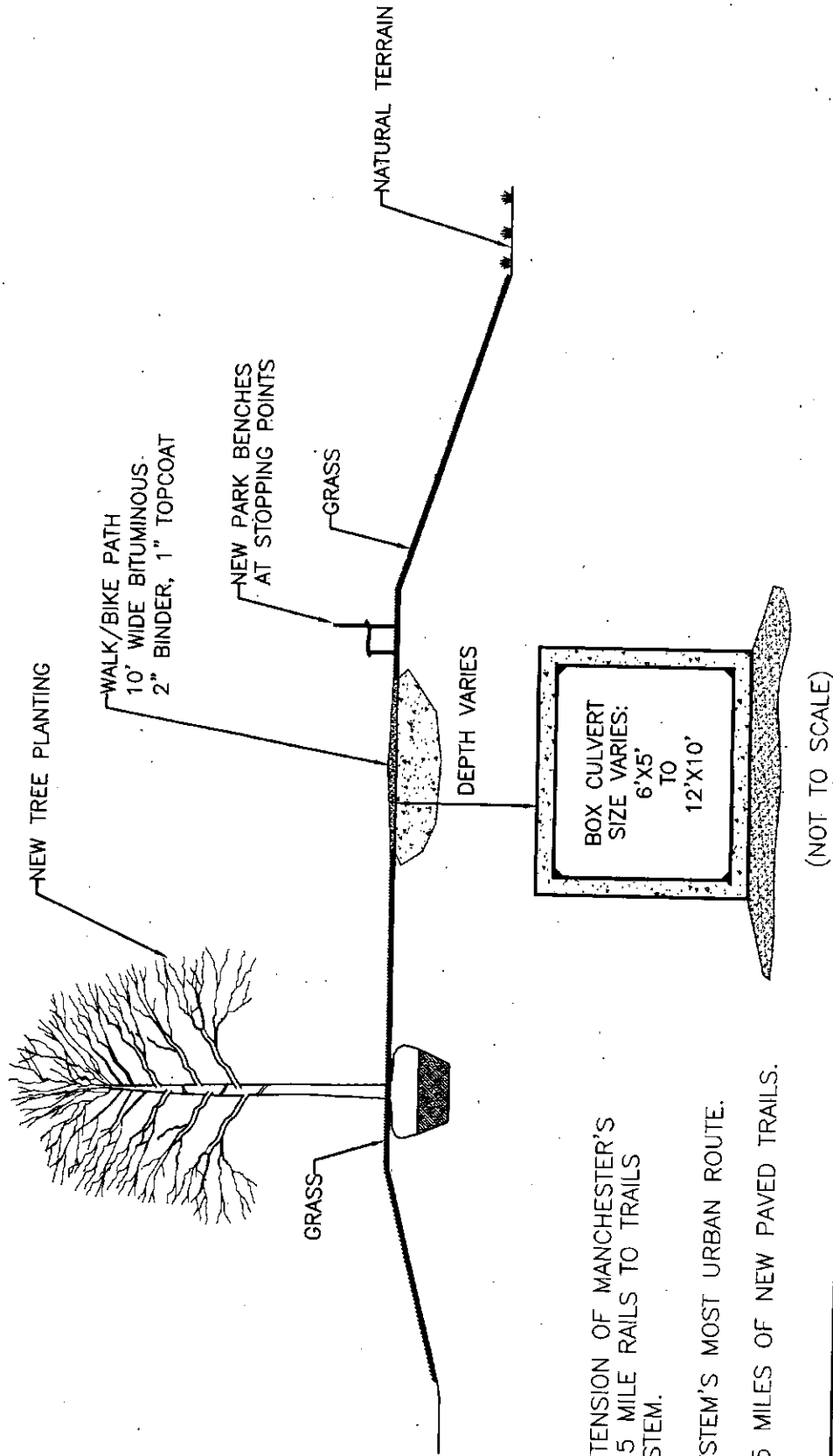
Sewer Separation Areas Legend

- Contract 6
- Contract 7
- Contract 8
- Contract 9
- Contract 10
- Contract 11
- Contract 12
- Contract 13



City of Manchester, New Hampshire
 Revised Long-Term CSO Control Plan
 June 2011

Proposed Phase II CSO Program
 Figure No. 1



1. EXTENSION OF MANCHESTER'S 18.5 MILE RAILS TO TRAILS SYSTEM.
2. SYSTEM'S MOST URBAN ROUTE.
3. 1.5 MILES OF NEW PAVED TRAILS.

(NOT TO SCALE)

CDM



GREEN INFRASTRUCTURE PROPOSED BIKE PATH/BOX CULVERT CROSS SECTION

CITY OF MANCHESTER, NEW HAMPSHIRE
REVISED LONG-TERM CONTROL PLAN
JUNE 2011

FIGURE NO. 2



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director Building Regulations

August 25, 2016

Alderman Patrick Long, Chairman
Committee on Lands and Buildings
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Revocable Licenses Granted in Portsmouth Branch Railroad Corridor

Dear Chairman Long and Honorable Committee Members:

The purpose of this letter is to respond to the Committee on Lands and Buildings' request for a list of encroachments on the corridor of the former Portsmouth Branch Railroad. More specifically, this letter provides a list of revocable licenses granted, and one instance of fee-simple ownership conveyed, by the City of Manchester to private entities for their use of the corridor.

As you are aware, the Planning and Community Development Department becomes involved in requests from private parties that apply to the City for acquisition of property rights in the corridor. The Department has maintained records of such requests, and I believe that I have found all of those records within the Department. I have also worked with Deputy Solicitor Thomas Arnold to incorporate his records into this list. I also checked with Richard Matz, the Chief of Survey at DPW, to see if he had any records of licenses granted in the corridor. Although I have tried to be thorough, I cannot guarantee that there are not records held outside of my department regarding the corridor that I have not found. I believe that Attorney Arnold would place a similar caveat on the information that he provided.

Revocable Licenses Granted, and One Fee-Simple Ownership Conveyed, by the City in the Portsmouth Branch Railroad Corridor

Address	Tax Map-Lot	Right Granted	Year	Owner
Maple Street, 118	361-1	Revocable License	2006	J.C.'s Auto Sales
Silver Street, 399	356-1A	Revocable License	2013	Robert Provencher
Valley Street, 696	128-1A	Revocable License	2014	Hai Pham
Hayward Street, 680	101-8	Revocable License	2014	RSCC Aerospace
Belmont Street, 290	128-1	Revocable License	2015	290 Belmont Street, LLC
Wilson Street, 267	342-19	Fee Simple Ownership	2015	Carl J. Luongo Trust

The list above does not include license applications that were not granted. It also does not include license applications and grants for the Goffstown Branch Railroad right-of-way or for revocable licenses granted outside of railways. None of this information seemed relevant to your request, but I can provide it upon request.

Please feel free to contact me if you have any questions. Planning Department staff will be available at your next meeting, should you want to discuss this information.

Sincerely,

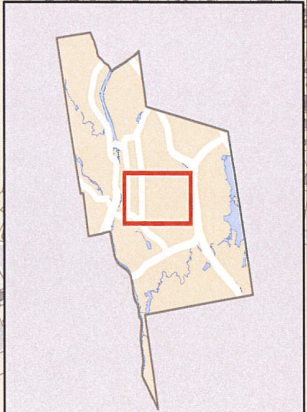
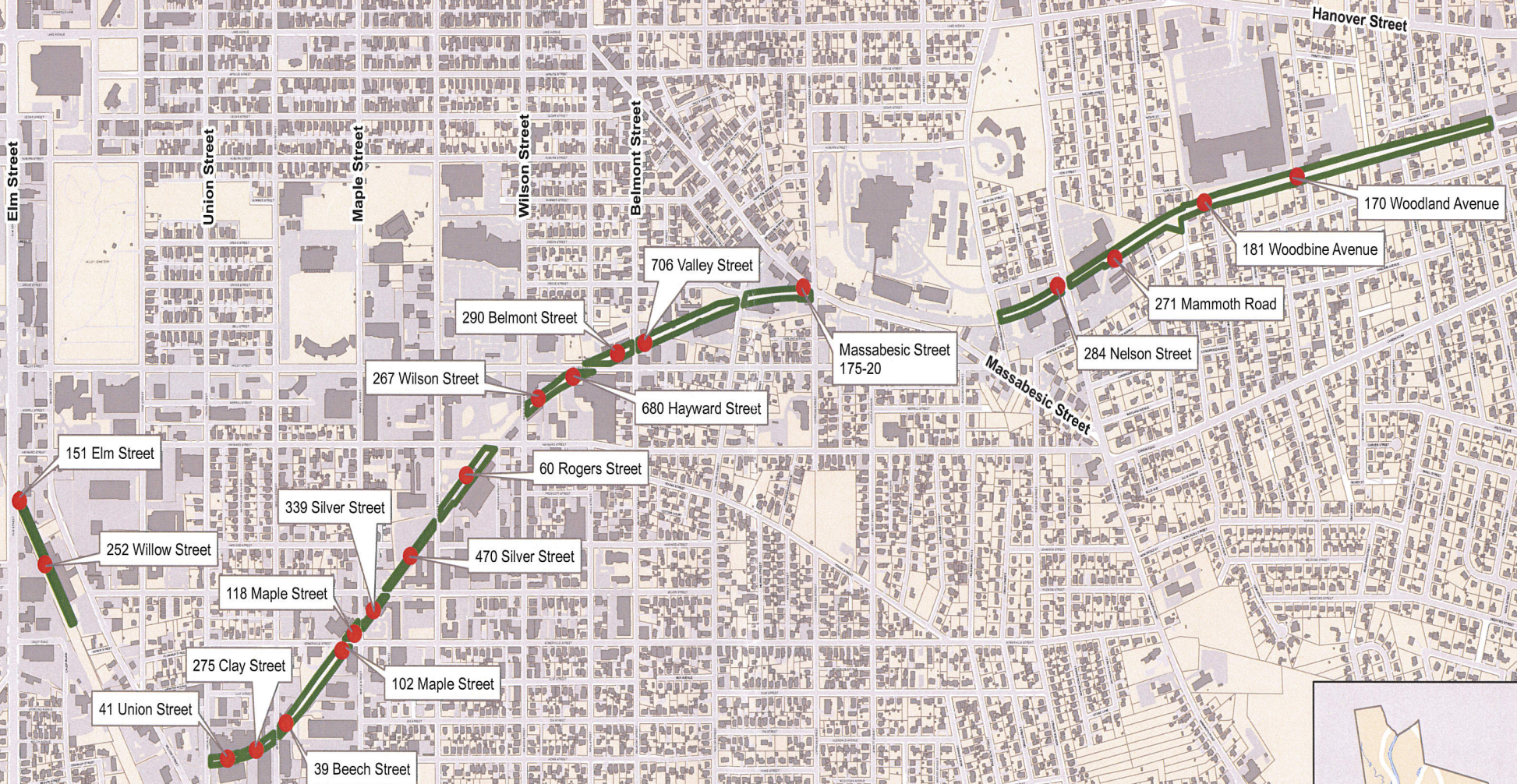


Jeffrey Belanger, AICP
Senior Planner
Manchester Planning and Community Development Department

Cc: Kevin Shepard, Director of Public Works
Robert Gagne, Chairman, Board of Assessors
Thomas Arnold, Deputy City Solicitor
File

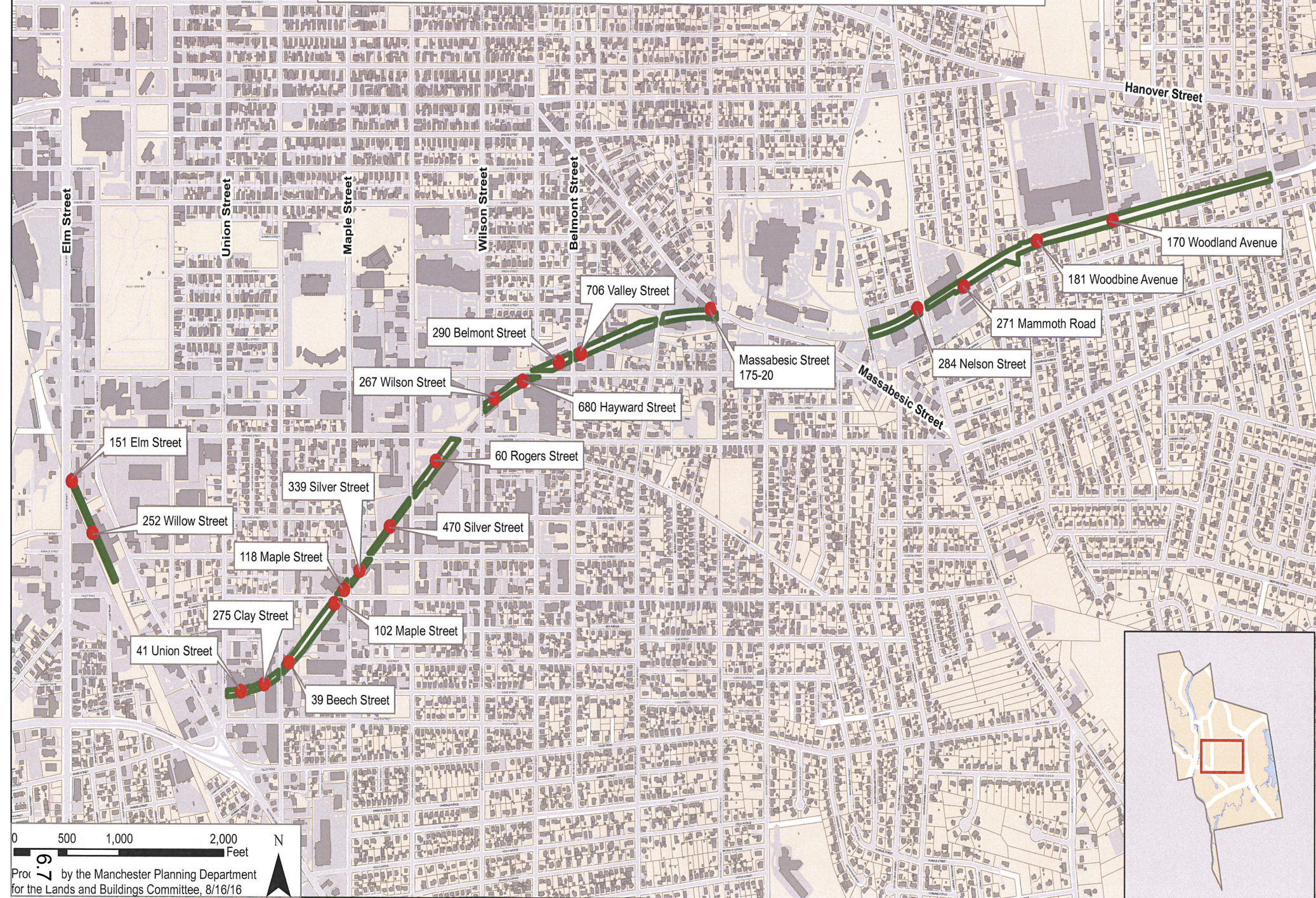
Physical Encroachments within the City-Owned Railway Corridor

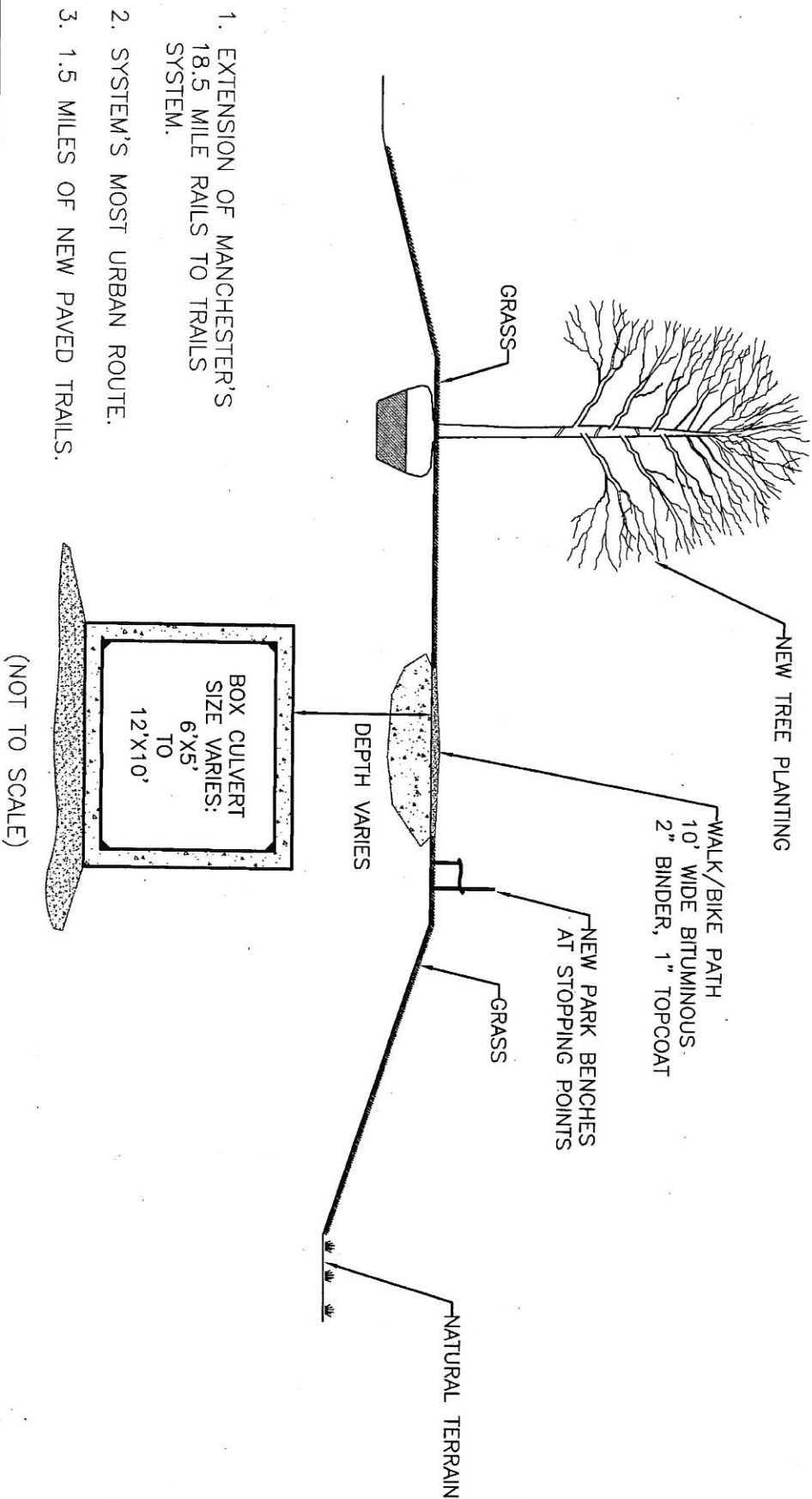
as shown on 2010 aerial photography and City GIS parcel lines



Physical Encroachments within the City-Owned Railway Corridor

as shown on 2010 aerial photography and City GIS parcel lines





1. EXTENSION OF MANCHESTER'S 18.5 MILE RAILS TO TRAILS SYSTEM.
2. SYSTEM'S MOST URBAN ROUTE.
3. 1.5 MILES OF NEW PAVED TRAILS.

(NOT TO SCALE)

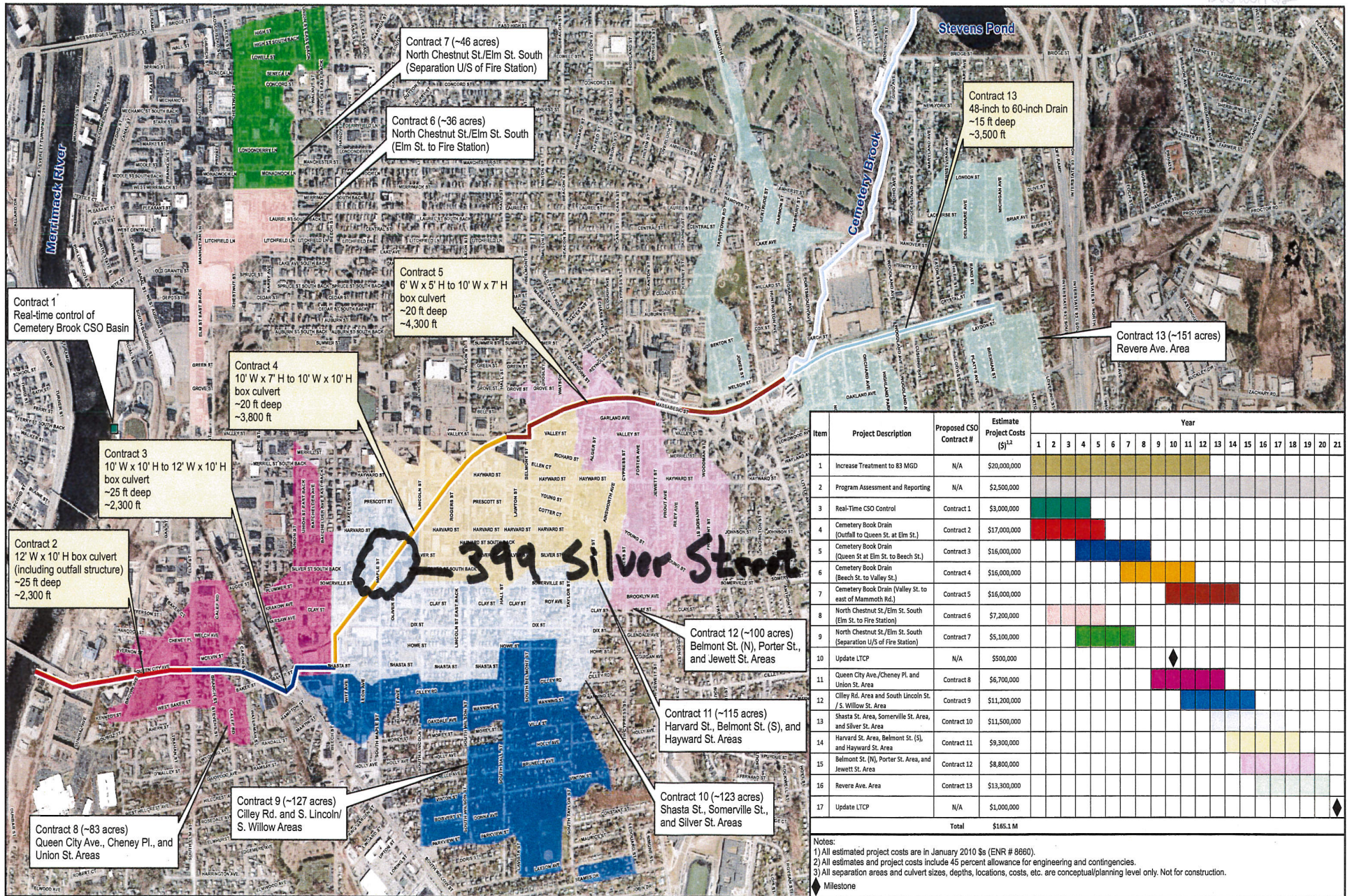


CDM

**GREEN INFRASTRUCTURE
 PROPOSED BIKE PATH/BOX CULVERT CROSS SECTION**

**CITY OF MANCHESTER, NEW HAMPSHIRE
 REVISED LONG-TERM CONTROL PLAN
 JUNE 2011
 FIGURE NO. 3**

8/10/11 Committee on Land Use
Building



Cemetery Brook Drainage Culvert Legend

- Contract 2
- Contract 3
- Contract 4
- Contract 5
- Contract 13

Sewer Separation Areas Legend

- Contract 6
- Contract 7
- Contract 8
- Contract 9
- Contract 10
- Contract 11
- Contract 12
- Contract 13



0 600 1,200 Feet

City of Manchester, New Hampshire
Revised Long-Term CSO Control Plan
June 2011

Proposed Phase II CSO Program
Figure No. 1



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

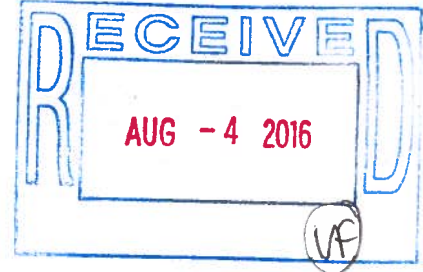


William Cass, P.E.
Assistant Commissioner

July 29, 2016

Mayor Theodore Gatsas and City Alderman
1 City Hall Plaza
Manchester, NH 03101-2097

Re: City of Manchester – Land Sale, Provencher (399 Silver St.)
Portsmouth Branch Railroad Corridor



Dear Mayor and Alderman:


This letter is in response to correspondence from Ben Nardi at TRR Commercial (5 Heartwood Lane, Suite, Concord, NH) who has represented himself as the buyer's agent and indicated that the City of Manchester seeks the State's approval to sell a parcel (map 356-lot 1A) of the Portsmouth Branch Railroad corridor to his client.

It is understood that the City proposes the sale of this parcel that the State sold to the City in 2001 and was recorded as part of the 2001 Deed, Book 6561, Pages 1308-1310. Additionally, as noted in the recorded deed, as part of this sale the State retained the right of approval for any future disposal and the State retained a transportation easement. Therefore, the State would not object to the City's sale of this parcel contingent on the following requirements being met:

1. The State's transportation easement on the subject parcel must remain in effect and run with the land.
2. The buyer must agree to restrictions on excavation within the parcel or, if alterations to the current conditions are to undertaken as stipulated in the aforementioned deed, the buyer submit a request for review by the Federal Highway Administration relative to Section 106 of the National Environmental Policy Act.
3. The City shall provide to the State a copy of the proposed deed for review prior to the Sale Closing.

Contingent on the above noted requirements being met, the State would not object to the sale of the subject parcel. If the City has additional questions or concerns relative to this parcel, please contact NHDOT Railroad Planner Louis Barker at 271-2425 or lbarker@dot.state.nh.us.

Sincerely,


Patrick Herlihy
Director
Division of Aeronautics, Rail & Transit

Cc: Ben Nardi

August 8, 2016

Alderman Patrick Long, Chairman
Committee on Lands and Buildings
c/o City Clerk's Office
One City Hall Plaza
Manchester, NH 03101

RE: Map: 356 Lot: 1A Silver Street, Manchester, NH

Dear Mr. Chairman,

Attached please find letter addressed to the Mayor which contains the DOT consent to a sale of this portion of the RR land as identified and shown on City tax Map 356-1A as outlined by the assessor in 2013 to Mr. Provencher subject to the restrictions as described in the DOT deed to the City namely the language as follows:

" Excepting and reserving to the State of New Hampshire by or through its Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above described parcels for any mode of public travel, including but not limited to , vehicular, railroad, bus, or other forms of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel".

It was determined that it would be best to keep the lot as shown as Map 356-1A and not to play with the line and to keep it as it is.

Request is hereby made to be placed on the agenda at your next regularly scheduled meeting to discuss the matter in further detail.

This conveyance of lot 356-1A would not interfere with future bike trail plans and protects the City and Dot for future use of the parcel per the intent of these restrictions. Mr. Provencher is willing to purchase the property subject to these conditions and easement.

I know there has been mention of selling portions of the RR land would set a "precedent" however it is expressly stated in your deed from DOT that you can sell portions of the abandoned railroad corridor so long as you get approval from the DOT. The sale of portions of this land was contemplated and expected by the DOT. If they wanted to restrict any sale of this land they would not have included any such language in the deed or would have made it clear by language in the deed stating that the City would be barred from selling portions of this land which it did not do. Thus you are not setting precedent but doing what your deed allows you to and what was contemplated by the DOT.

This sale generates income from the purchase price to be paid by Mr. Provencher and possibly others and puts it legitimately on the tax rolls moving forward. I would like to also address the matter of what happened to Mr. Provencher in getting the revocable license agreement for use of the parking lot. Certain representations were made to the Committee by the assessors office that quite a few other people with license agreements are paying the "taxes" for the use of the land however I am unable to find any actually doing so. Would it be possible to request from the assessor to prepare a list of Licensees and the "taxes" charged for the use of the land and whether or not he has in fact collected any payments from these licensees.

Obviously Mr. Provencher is ready willing and able to pay for the taxes on this parcel once transferred to him but the manner in which he was arbitrarily charged and assessed taxes for using this parcel via the license agreement is unusual and out of the norm. The purchase price to be determined and paid at closing would certainly offset any of the past disputed charges. Any clarification on this at the next meeting would be most helpful in getting a handle on what is really going on with Licensees using this land.

Along these lines and knowing that there are a good number of people using portions of this RR land without authority and or License. As a result of my research and review of the current state of affairs concerning this RR Corridor I prepared a Proposal which I delivered to the Mayor a few months ago, I have attached a copy for your review.

I believe it would be in the best interests of the City to identify each user on the RR Corridor and then notify them that they have an option to purchase the property subject DOT approval and or in the alternative pay a License Fee for the use of same equal to the tax assessed on the area of the land they are using. I would think the users would be more receptive to purchase the property subject to the DOT easement and this would generate considerable revenue dollars to the City and put all the land being used on the tax rolls.

I think it may be appropriate to get a good grasp on exactly who are using portions of this RR Corridor land without authority and identify who are using it with authority. These people should be paying and or buying the property.

I have held off on getting the formal survey done on the parcel in question until such time as the Board of Mayor and Alderman vote on whether or not to approve the sale of this lot as outlined. At that time if favorable I will complete the formal survey and get a deed description. The Assessor has laid the lot 356-1A out very well as shown on the City Assessor Map and it is clearly identified for the purposes of moving forward.

If you have any questions and or comments kindly contact me at your convenience to discuss.

Respectfully submitted,

Ben Nardi

Agent for Robert Provencher

Tel: 603-234-8074

email: bntower@cs.com

cc: Robert Provencher

To: City of Manchester
Honorable Ted Gatsas, Mayor
One City Hall Plaza
Manchester, NH 03101

From: Ben Nardi
Tower Residential Realty Commercial
69 Brook Street
Manchester, NH 03104

**PROPOSAL TO SELL PORTIONS OF THE ABANDONED
PORTSMOUTH BRANCH RAILROAD CORRIDOR**

Now comes Ben Nardi a licensed real estate broker in the State of New Hampshire and states as follows in support of this Proposal.

1. That in January of 2002 the State of New Hampshire by way of quitclaim deed transferred all of its interest in and to a portion of the abandoned Portsmouth Branch railroad corridor.
2. That the quitclaim deed states that the City of Manchester agrees to the following;
 - 1.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.
 - 2.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to Section 106 historic review process.
 - 3.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor.

3. That the property is identified by the City Assessor as being Map 0473 Lot 0046 consisting of approximately 603,742 SF or 13.86 acres.
4. That this railroad corridor has been modified from its original use and form by many of the abutters of said land.
5. That many of these abutters have properly obtained Revocable License Agreements from the City for use of this land subject to the City Policy regarding Private Sector Use of the Former Portsmouth Branch Railroad Line Right of Way.
6. That I have been actively involved in dealing with the Department of Transportation Railroad Division and the Federal Historic Section 106 Review Process regarding portions of this abandoned Portsmouth Branch railroad corridor land.
7. That it has been found that portions of this corridor have been altered which does not now necessitate formal review in conformity with the 106 Review Process. An informal review is usually done and a waiver from the formal review process is granted.
8. That the Department of Transportation has given its consent to sell portions of this corridor land and are mainly concerned that its 30 ft wide transportation easement be preserved.
9. That it has been this writers experience that the private sector licensees are only using a portion of the licensed land which taken as a whole usually is of sufficient size to satisfy the transportation easement concerns of the Department of Transportation.
10. That TRR Commercial is recommending that it be retained by the City to identify all current abutters and licensees using said former railroad land and negotiate with potential purchasers for the sale of each parcel.
11. That each abutter, licensee shall be given the right to purchase said land subject to the Department of Transportations right of way and further subject the conditions as outlined in the deed to the City referred to in paragraph 2 of this proposal.

12. That all interested purchasers shall bear all costs related to said purchase.
13. That the City Assessor shall make recommendation of a current market value of said property per square foot and set a sale price for the land per square foot.
14. That recently the City Assessor set a value for similar former rail road land at \$5.00 per square foot.
15. That the former railroad corridor consists of over 603,742 SF and thus a minimum return on the sale of said land assuming all is sold would generate \$3,018,710.00 in revenue for the city.
16. That all property sold would now be subject to property Tax and generate tax revenue on an annual basis.
17. That TRR Commercial shall be paid a consulting fee to identify and negotiate with potential purchasers for the sale of this land. Said consulting fee to be agreed to by and between the City and TRR Commercial.
18. That any and all land identified will have to be declared surplus land by the Board of Mayor and Alderman in order to effectuate the sale of same.
19. That TRR Commercial in addition to its consulting fee shall be paid a commission equal to 10% of the purchase price for bringing about the sale of each parcel to be paid by the purchaser at closing.

Respectfully submitted
TRR Commercial

Dated: June 3, 2016

Ben Nardi
Broker

April 18, 2016

Alderman Patrick Long, Chairman
Committee on Lands and Buildings
c/o City Clerk's Office
One City Hall Plaza
Manchester, NH 03101

RE: Map: 356 Lot: 1A Silver Street, Manchester, NH

Dear Mr. Chairman,

Please be advised that I represent Robert Provencher DBA My Friends Pub owner of 399 Silver Street, Manchester, NH.

Attached please find Mr. Provencher's formal Petition to Recommend Map: 0356 Lot: 0001A Surplus Land and Recommendation for Sale of Surplus Land to Abutter for filing with the Committee.

I would respectfully request that this matter be placed on the Committee's agenda for hearing and discussion its next regularly scheduled meeting and be advised Mr. Provencher and myself would like to be present at said meeting.

Kindly contact me at your earliest convenience via telephone or email show below to confirm a convenient time and date to meet with the Committee.

Thank you for your attention with regard to this matter.

Very truly yours,

Bernard Nardi

Bernard Nardi
Agent for Robert Provencher
Tel: 603-234-8074
email: bntower@cs.com

cc: Robert Provencher

April 18, 2016

Alderman Patrick Long, Chairman
Honorable Members
Committee on Lands and Buildings
One City Hall Plaza
Manchester, NH 03101

Re: Map:0356 Lot: 0001A Silver Street

**Petition to Recommend Finding Map: 0356 Lot: 0001A Surplus Land
and Recommendation for Sale of Surplus Land to Abutter**

Now comes your Petitioner Robert Provencher DBA My Friends Pub owner of 399 Silver Street, Manchester who respectfully submits the following in support of this petition to recommend to the Board of Mayor and Alderman that the above referenced parcel of property be declared surplus land and further recommend to said Board that the parcel be sold to Petitioner the abutting property owner;

1. That Petitioner purchased the property known as 399 Silver Street from the Disabled American Veterans, Chapter No. 1 on April 15, 2013 as evidenced and recorded in the Hillsborough County Registry of Deeds at Book 8548 Page 2321 and further identified and known as Map 356 Lot 1.

2. That at the time of closing Petitioner discovered that the on site parking field was not owned by the Disabled American Veterans and was in fact owned by the City of Manchester being a portion of the 13.86 acres formerly owned by the Boston and Maine Corporation as shown on Map 473 Lot 46 transferred to the City by the NH Dept of Transportation on December 14th 2001 and recorded in the Hillsborough County Registry of Deeds on January 11, 2002 at Book 6561 Page 1308. (see attached Exhibit A).

3. That the Deed from the NH Department of Transportation contains the following restrictions;

a.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.

b.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to section 106 historic review process.

c.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor

Excepting and Reserving to the State of New Hampshire by or through its

Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above-described parcels for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel."

4. That Petitioner learned the Disabled American Veterans on April 4, 2006 obtained a Revocable License Agreement from the City of Manchester for a portion of the former Portsmouth Branch rail line which abuts 399 Silver Street to supplement its insufficient on-site parking needs.

5. That the Disabled American Veterans at some point prior to receiving its Revocable License Agreement from the City paved and striped a portion of said land for private parking which consists of approximately 24 parking spaces.

6. That the Petitioner soon after the purchase of the property learned that the Revocable License Agreement was not transferable and then on July 3, 2013 caused to be filed with this Committee an application for Private Sector Use of Former Portsmouth Branch Rail Right-of-Way Line requesting a Revocable Land License for use of the paved and striped portion of the land for customer parking due to insufficient on-site parking . (See attached Exhibit B)

7. That on September 3, 2013 this Committee recommended to the Board of Mayor and Alderman that a revocable land license be granted to the Petitioner. (See attached Exhibit C)

8. That the Committee further noted that the Petitioner be responsible for paying property taxes.

9. That the condition Petitioner be responsible for the payment of property taxes was referred to the Board of Assessors for a determination and review.

10. That the Board of Assessors determined that the original City of Manchester Policy Regarding Sector Use of the Former Portsmouth Branch Line Right-of-Way contained no provision or mention of fees or rent for the use of the Right-of Way and recommended that the Committee should consider revisiting this Policy if rent is to be now charged in light of the fact that there are many other users of the Right-of-Way that do not and have never been charged rent or required to pay the property taxes for use of Right-of-Way property. (See attached Exhibit D)

11. That the Board of Mayor and Alderman on September 3, 2013 voted to accept the Committee's report and granted a revocable land license to the Petitioner.

12. That unbeknownst to Petitioner the City of Manchester subdivided the land deeded to them by the Department of Transportation being Map 473 Lot 46 consisting of a total of 13.86 acres and created a new lot known as Map 356- Lot 1A consisting of approximately 7,283 SF and as shown on Vision Appraisal Assessors Data Base and which identifies a transfer date of June 26, 2013. (See Exhibits E & F)

13. That the property as identified as Map 256-Lot 1A is the portion of the Rail Road Land that has been used for on site parking abutting Petitioners property and is the property for which these land licenses had been granted first to the Disabled American Veterans and then to Petitioner.

14. That the owner of this new parcel is listed as the City of Manchester with a mailing address for the City listed as 333 Calef Road, Manchester, NH 03103 which is Petitioners home address. (See Exhibit G)

15. That Petitioner has been receiving property tax bills from the City of Manchester for Map 356 Lot A1 since 2013 in the name of the City of Manchester and sent to Petitioner at this home address. The tax assessment for this lot for the years 2013 and 2014 was \$80,000.00. The latest tax assessment for this lot for the tax year 2015 has now been reduced to \$19,400.00.

16. That it was Petitioners understanding that the Committee recommendation to charge him for the use of the Right-of-Way either by paying rent or paying the property taxes was found not to be equitable by the Board of Assessors and this recommendation was sent back to the Committee for reconsideration in that no other user of the Right-of-Way or land license holder is obliged to pay rent and or taxes.

17. That the Petitioner on several occasions has attempted to meet with the Board of Assessors to discuss the matter but has been unable to get the Board to respond to his repeated requests to meet.

18. That the subdivision of the Rail Road Land to create the separate lot know as Map 356 Lot A1 must have been approved by the Department of Transportation and sufficient land remains to satisfy the conditions set forth in the original deed for the transfer of any potion of the Rail Road land which requires reserving a 30 foot easement for the Department of Transportation. No Historic review would be warranted in that the property was paved over and striped subsequent to this subdivision by the City.

19. Petitioner is ready willing and able to purchase Map 356 Lot 1A for a sum to be negotiated between the parties but not to exceed the current assessed value of said property which was assessed in 2015 for \$19,400.00.

20. That the abutting property Map 356 Lot A1 is integral part of the successful running of the business at 399 Silver Street.
21. That without the additional on-site parking the business would be in jeopardy of closing.
22. That the sale of said property to Petitioner would provide the City with purchase monies and provide additional needed annual tax revenue.
23. That the sale of this property to Petitioner does not violate any of the terms and conditions as set forth in the Department of Transportation's Deed to the City for this railroad land.
24. That Petitioner agrees to abide by all of the terms and conditions as set forth in this aforementioned Department of Transportation Deed that may be applicable in the sale of this property to Petitioner.

Wherefore your Petitioner Robert Provencher DBA My Friends Pub respectfully requests that this Committee make recommendations to the Board of Mayor and Alderman as follows;

- A. To declare the property Map 356 Lot 1A surplus land,
- B. To recommend the sale of said property to Petitioner,
- C. For such other and further relief as may be prudent, equitable and justified.

Respectfully submitted by;

Dated April 18, 2016

Robert Provencher

(Exhibits follow)

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2
#557
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City Solicitor
U
THAT, The S
Transportation, 1 Haze
and RSA 228-67 for co

2002 JAN 11 PM 1:39

Unofficial Document

Portsmouth Branch railroad corridor, including all stations, buildings, bridges, structures, crossings, culverts and improvements thereon and including all appurtenances thereto and formerly owned by the Boston and Maine Corporation, the Elliot Hospital of the City of Manchester, 67 Willow Street Realty, L.L.C., and the Flying Horse Realty, Inc., located in the City of Manchester, bounded and described as follows:

Unofficial Document

Unofficial Docum

Unofficial Document

BK6561PG1308

generally in a westerly or
easterly sideline of Union

1080±80+/- at the
ap-4].

designated as Engineering Station 20.

Railroad Valuation

Book 6200, Pages 40 - 48 on January 1, 2011 or less.

Parcel 5:

Beginning at a point designated as Engineering Station 1997+50+/- as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2002+44+/- located on the easterly sideline of Mammoth Road as shown on Railroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded in the Hillsborough County Registry of Deed in Book 5719, Pages 215 – 221 on May 21, 1996, said parcel containing an area of 0.66 acres, more or less.

Parcel 6:

Beginning at a point designated as Engineering Station 2008+61+/- located on the westerly sideline of Hall Street as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2021+76+/- at the easterly sideline of Massabesic Street as shown on Railroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Elliot Hospital of the City of Manchester by an easement recorded in the Hillsborough County Registry of Deed in Book 5645, Pages 1085 – 1087 on August 1, 1995, said parcel containing an area of 0.60 acres, more or less.

Parcel 7:

Beginning at a point designated as Engineering Station 2081+13+/- located on the westerly sideline of Union Street as shown on Railroad Valuation Plan V28NH, Map 41; thence running generally in a westerly direction to a point designated as Engineering Station 2083+33+/- at the easterly sideline of Willow Street as shown on Railroad Valuation Plan V28NH, Map 41.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the 67 Willow Street Realty, L.L.C. by an easement recorded in the Hillsborough County Registry of Deed in Book 6513, Pages 131 – 132 on October 30, 2001, said parcel containing an area of 0.15 acres, more or less.

Parcel 8:

Beginning at the southerly most point of said premises, at an iron pin with cap to be set; thence along a curve westerly along said parcel with a radius of 962.57 feet, a distance of 470.56 feet to a point; thence N8°25'43"W a distance of 108.31 feet to a point; thence along a curve southeasterly with a radius of 932.57 feet to a point on Willow Street in Manchester, New Hampshire; thence S13°52'44" east a distance of 45.99 feet to the point of beginning, as shown on plan entitled "Easement Plan of Land prepared for Flying Horse Realty Inc., in Manchester, NH, scale 1" = 40", Date: January 11, 2000", prepared by Duval Survey, Inc., 14 Dartmouth Street, Hooksett, NH 03103, and recorded in the Hillsborough County Registry of Deeds as Plan No. 30334.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Flying Horse Realty, Inc., by an easement recorded in the Hillsborough County Registry of Deed in Book 6208, Pages 26 – 27 on February 9, 2000, said parcel containing an area of 0.34 acres, more or less.

BK 6561 PG 1309

As a further condition of this instrument, the City of Manchester agrees to the following:

1.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.

2.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to the Section 106 historic review process.

3.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor.

Excepting and Reserving, to the State of New Hampshire by or through its Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above-described parcels for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to the City of Manchester, its successors and assigns forever.

IN WITNESS WHEREOF, The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the New Hampshire Department of Transportation, duly authorized and executed this 14th day of December, 20 01.

Signed, Sealed and Delivered
in the presence of

Diane Hartford

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Carol A. Murray
Commissioner

THE STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

On this 14th day of December, 20 01, before me, Diane Hartford the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DIANE L. HARTFORD

NOTARY PUBLIC

Diane L. Hartford
NOTARY PUBLIC

Approved by New Hampshire Council on Resources and Development on July 14, 2000.
Approved by Long Range Capital Planning and Utilization Committee on August 22, 2001.
Approved by Governor and Executive Council on October 10, 2001, Item # 146.

BK6561PG1310

Rail Road Land Tax Map
MAP 473 LOT 46 13.86 ACRES

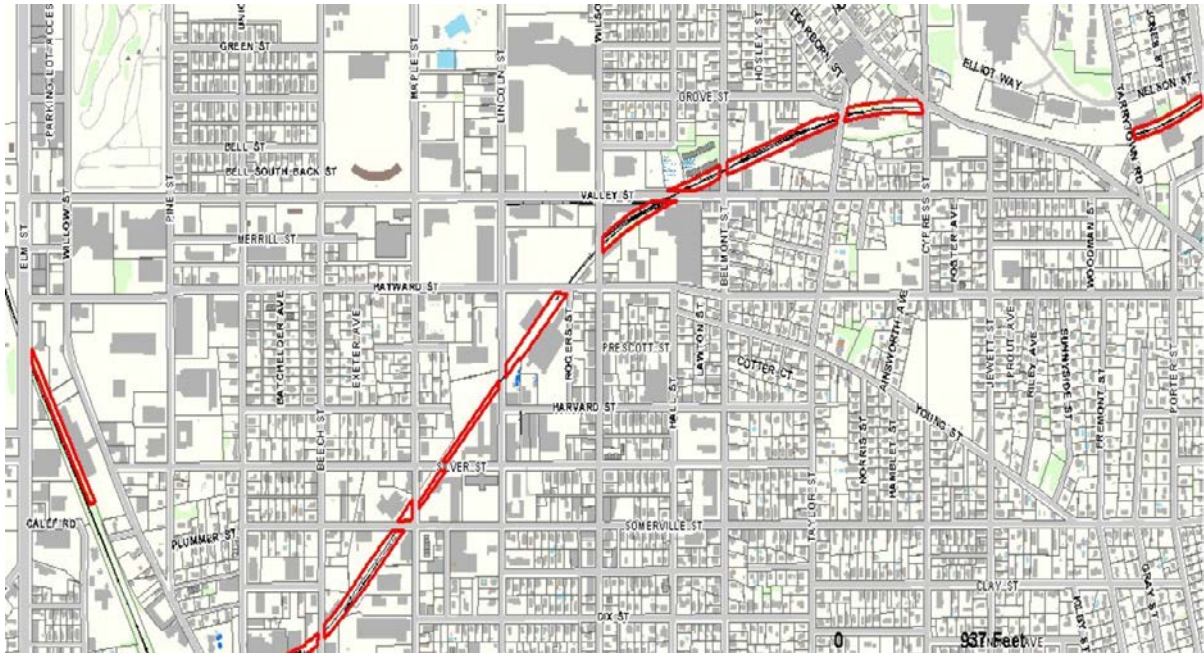


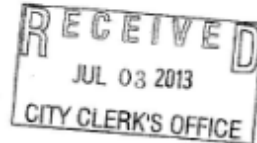
EXHIBIT B



Private Sector Use of Former Portsmouth Branch Rail Right-of-Way Line

Application Form

TO BE COMPLETED BY APPLICANT



1. Application submission date: _____
2. Name(s) of abutting applicant property owner(s): 1. ROBERT H. PROVENCHER
2. _____
3. Street address of abutting applicant property: 399 SILVER ST.
4. Mailing address of abutting applicant property owner: 399 SILVER ST.
5. Telephone number & e-mail address where applicant abutting property owner can be reached: 603-493-6663 (cell) MYFRIENDSBAR@MSN.COM
6. Applicant (if other than abutting property owner): _____
7. Mailing address of applicant (if other than than abutting property owner): _____
8. Telephone number & e-mail address where applicant (if other than abutting property owner can be reached: _____
9. Tax map & lot number of abutting applicant property: 356/1
10. List of specific uses planned for corridor: PARKING LOT - OFF SITE (EXISTING)
11. Required application materials.
 - (a) Application Form
 - (b) Boundary plan of the entire affected area prepared and signed by a licensed land surveyor. Plan shall show, at minimum, the boundaries of the affected portion of the former rail corridor, the location of the applicant's abutting property, and existing and proposed site conditions.
 - (c) Statement of policy acceptance (see item #12).
12. Statement of Policy Acceptance. *I hereby certify that the above information is correct; that I have submitted herewith all of the pertinent required documentation; that I have read and am familiar with the "City of Manchester Policy Regarding Private Sector Use of the Former Portsmouth Branch Railroad Line Right-of-Way"; and that, if granted a revocable license to use City-owned rail corridor land, will fulfill the provisions of that Policy.*

Owner's Signature: 1. [Signature]
2. _____

Date of owner signature: 7-3-2013

Agent's Signature: _____

Date of agent signature: _____

EXHIBIT C

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that a revocable land license be granted at 399 Silver Street.

The Committee further notes that the property owner will be responsible for paying property taxes.

(Unanimous vote with the exception of Alderman Levasseur who was absent)

Respectfully submitted,



Clerk of Committee



At a meeting of the Board of Mayor and Aldermen held September 3, 2013, on a motion of Alderman O'Neil, duly seconded by Alderman Roy, the report of the Committee was accepted and its recommendations adopted.


City Clerk

EXHIBIT D



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
Michael W. Hurley

Lisa Turner
Assistant to Assessors

To: Chairman Ed Osborne, Committee on Lands & Buildings
From: Board of Assessors
Date: August 21, 2013
Re: Revocable Land License Transfer 339 Silver St


The Assessors have been asked to determine what a property lease amount would be for use of the railroad right-of-way by the owner of 339 Silver Street. The area in question contains 24 open parking spaces. The Parking Division issues monthly parking permits at the rate of \$50 per month per open parking space. The rate for the subject 24 spaces would be \$1,200 per month.

The original "City of Manchester Policy Regarding Sector Use of the Former Portsmouth Branch Railroad Line Right-of-Way" contains no provision or mention of fees or rent for use of the Right-of-Way. The Committee should consider revisiting the Policy if rent is to be charged as there are other users of the Right-of-Way.


Respectfully,

Robert J. Gagne, CNHA, NHCG
Chairman

EXHIBIT E



MANCHESTER, NH



[Search](#)
[Street Listing](#)
[Sales Search](#)
[Back](#)
[Home](#)

Property Lookup

Search:

Enter an Address

Address ☐ [Search](#)

Results										
Address	Owner	Map	Map Cut	Block	Block Cut	Lot	Lot Cut	Unit	Unit Cut	PID
SILVER ST	CITY OF MANCHESTER	0356				0001	A			405255178
125 SILVER ST	DOHERTY IRREVOCABLE TRUST	0733				0007				22836
130 SILVER ST	BURGESS ASSOCIATES LLC	0733				0009				22838
141 SILVER ST	HOLTSBERG, BEVERLY A	0733				0006				22835
160 SILVER ST	SNHS MANAGEMENT CORP	0268				0012				7549
167 SILVER ST	KAM DEVELOPMENT LLC	0359				0007				10006
197 SILVER ST	NEGRON, MARIA FAMILY TR	0359				0009				10008
213 SILVER ST	DIVINE DESIGN LLC	0359				0010				10009
224 SILVER ST	LASTE, THOMAS A	0267				0002				7503
225 SILVER ST	FANDUNYAN, EDUARD	0267				0033				7537
237 SILVER ST	LAFERTE, ROLAND N	0267				0031	B			7536
238 SILVER ST	PINARD, DAVID A JR	0267				0003				7504
244 SILVER ST	KOOSER, JOHN J	0357				0004	A			7555

EXHIBIT E

Location SILVER ST

Mblu 0356/ / 0001/A /

Owner CITY OF MANCHESTER

Assessment \$19,400

Building Count 1

Current Value

Assessment	
Valuation Year	Total
2015	\$19,400

Owner of Record

Owner CITY OF MANCHESTER

Sale Price \$0

Co-Owner C/O ROBERT H PROVENCHER

Certificate

Book & Page 0/ 0

Sale Date 06/25/2013

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
CITY OF MANCHESTER			0/ 0	06/25/2013

Building Information

Building 1 : Section 1

EXHIBIT F Rail Road Land

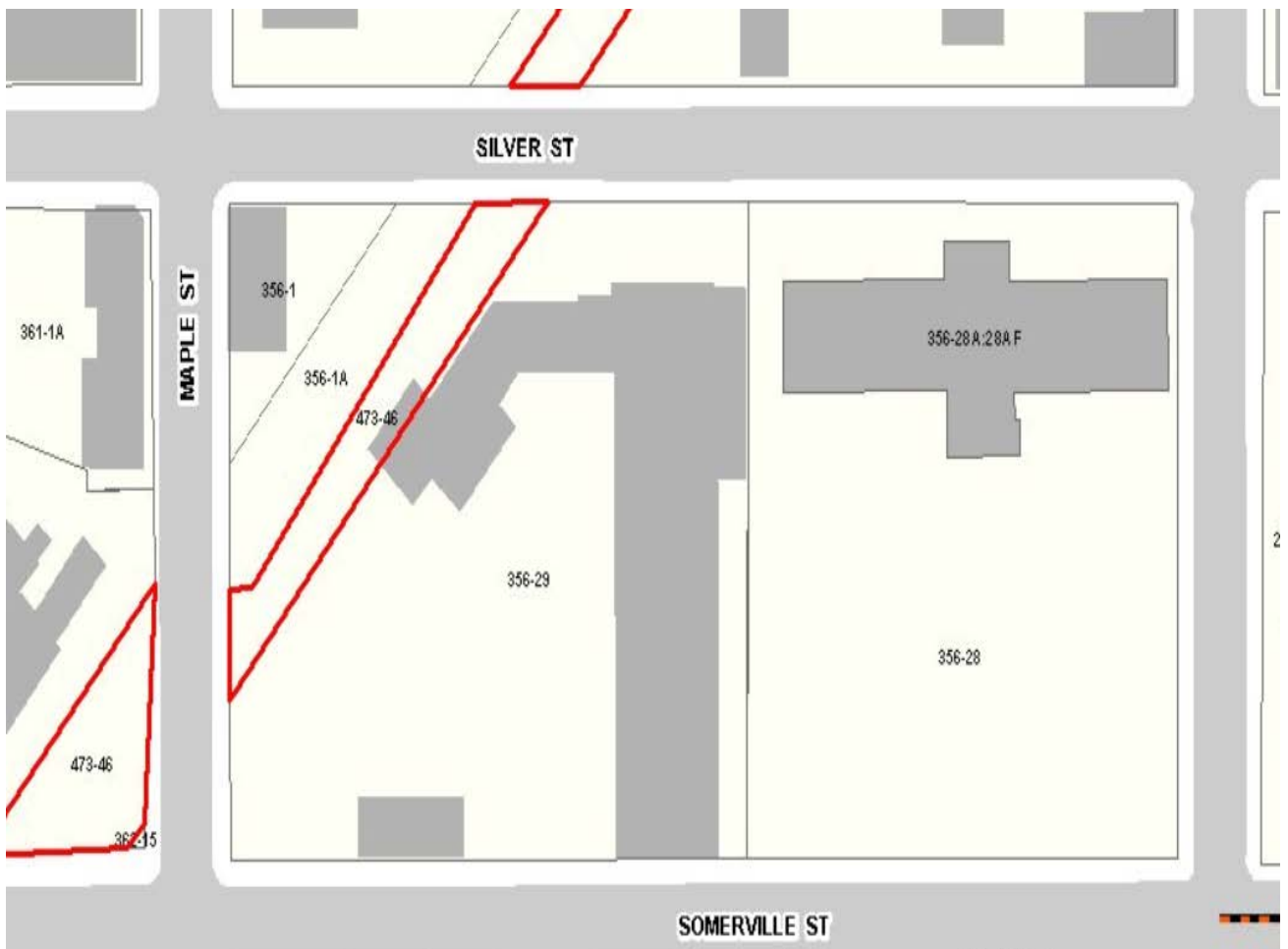


EXHIBIT F AERIAL Rail Road Land



EXHIBIT G



11-14611

City of Manchester, NH - Office of the Tax Collector
Payment Address: P.O. BOX 9598, Manchester, NH 03108-9598
 Office location: 1 City Hall Plaza West Wing, Manchester, NH 03101-2084
 Office hours: Monday-Friday, 8 AM to 5 PM, Tuesday 8 AM to 8 PM
 For property values, exemptions, names, and addresses, call (603) 624-6520
 For account balance and payment information, call (603) 624-6575 or
 visit www.ManchesterNH.gov/Taxes for online account access and payments

ACCOUNT NUMBER
219934

*Please write this number on all payments and correspondence.

FINAL REAL ESTATE TAX BILL FOR 2015

CITY OF MANCHESTER
 333 CALEF RD
 MANCHESTER NH 03103

INFORMATION TO TAXPAYERS	PROPERTY DESCRIPTION	TAXES										
<p>The Taxpayer may, by March 1 following the final notice of tax and not afterward, apply in writing to the Board of Assessors for a tax abatement or deferral.</p> <p>If you are elderly, disabled, blind, a veteran or veteran's spouse, or are unable to pay taxes due to poverty or other good cause, you may be eligible for a tax exemption, credit, abatement, or deferral. For details and application information, contact the Board of Assessors at 603-624-6520.</p> <p>Taxpayers desiring any information in regard to taxation, assessments, exemptions, or change of address should contact the Board of Assessors at 603-624-6520, not the Tax Collector.</p> <p>Real estate tax payments will be applied first to the oldest delinquent real estate taxes (if any) for the indicated property. Partial payments are accepted but will not delay or prevent liening or deed actions authorized by State law.</p> <p>All taxes are assessed as of April 1st of each year. Unless directed otherwise, tax bills are mailed to the last known address of the first owner listed on the deed.</p>	<p>Map-Lot: 0356-0001A SILVER ST</p> <p>TOTAL VALUATION: 19,400</p> <p>TAX RATES FOR THIS BILLING:</p> <table> <tr><td>MUNICIPAL:</td><td>11.53</td></tr> <tr><td>COUNTY:</td><td>1.29</td></tr> <tr><td>CITY EDUCATION:</td><td>8.20</td></tr> <tr><td>STATE EDUCATION:</td><td>2.42</td></tr> <tr><td>TOTAL:</td><td>23.44</td></tr> </table> <p>ALL TAX RATES ARE PER \$1000 OF ASSESSED VALUE</p>	MUNICIPAL:	11.53	COUNTY:	1.29	CITY EDUCATION:	8.20	STATE EDUCATION:	2.42	TOTAL:	23.44	<p>Tax: 454.74 Tax paid: .00</p> <p>TAX DUE: \$ 454.74</p> <p>PAY BY THURSDAY, JULY 09, 2015 to avoid interest charges at 12.0 % per annum.</p> <p>Total amount due (including tax due from this bill) as of 12/28/2015: \$4,938.54</p> <p><small>This notice was generated on 11/18/2015 and does not reflect account activity after that date.</small></p>
MUNICIPAL:	11.53											
COUNTY:	1.29											
CITY EDUCATION:	8.20											
STATE EDUCATION:	2.42											
TOTAL:	23.44											

If any owner listed is a debtor under Title 11 of the United States Code, this notice should not be viewed as a demand for payment of, or as an attempt to collect, a pre-petition debt.

Make checks payable to: **TAX COLLECTOR, CITY OF MANCHESTER, NH**

IF PAYING BY MAIL:

Write your ACCOUNT NUMBER on your check. Mail it with this stub to:
TAX COLLECTOR, P.O. BOX 9598, MANCHESTER, NH 03108-9598
 To obtain a receipt, enclose a self-addressed envelope AND this entire page.
 After 7/9/2015, please contact the Tax Office for the correct payoff amount.

IF PAYING IN PERSON:

Please bring this entire notice with you. Credit and debit cards are not accepted at the Tax Office.

IF PAYING ONLINE:

Payments by credit card and electronic check are accepted via the City's web site at www.ManchesterNH.gov/Taxes. Payments submitted online including from bill payer services will be credited as of the date received at the Tax Office, not the date originally submitted online. It is your responsibility to ensure your payment is received on time.

FINAL REAL ESTATE TAX BILL FOR 2015

Account Number: **219934**

CITY OF MANCHESTER
 333 CALEF RD
 MANCHESTER NH 03103

Map-Lot: 0356-0001A
 Location: SILVER ST

TAX DUE: \$ 454.74

0002199347 0000454744

Exhibit G

City Map of New Parcel 359-1A



City Map of Former Rail Road Land



Provencher Proposal Addendum to Purchase City Surplus Land

- ❖ This Proposal is submitted by Robert Provencher owner of 399 Sliver Street doing business as My Friends Pub.
- ❖ Mr. Provencher proposes that this Committee recommend to the Board of Mayor and Alderman that a defined portion of Assessors Lot 356-1A be classified as surplus land and further recommend the sale of said defined lot to Mr. Provencher.

Proposal to Purchase City Surplus Land

- ❖ Mr. Provencher shall bear all costs associated with the sale of said Lot including all necessary engineering.
- ❖ The Lot is City owned land and a portion of the former abandoned railroad line that was transferred to the City from the NH Department of Transportation being Assessors Lot 473-46.

Proposal to Purchase City Surplus Land

- ❖ The new Lot to be created shall leave a 30' wide transportation easement on the former railroad line in conformity with the NH Department of Transportations deed restrictions.
- ❖ Mr. Provencher shall obtain approval from the NH Department of Transportation for the sale of this new Lot.

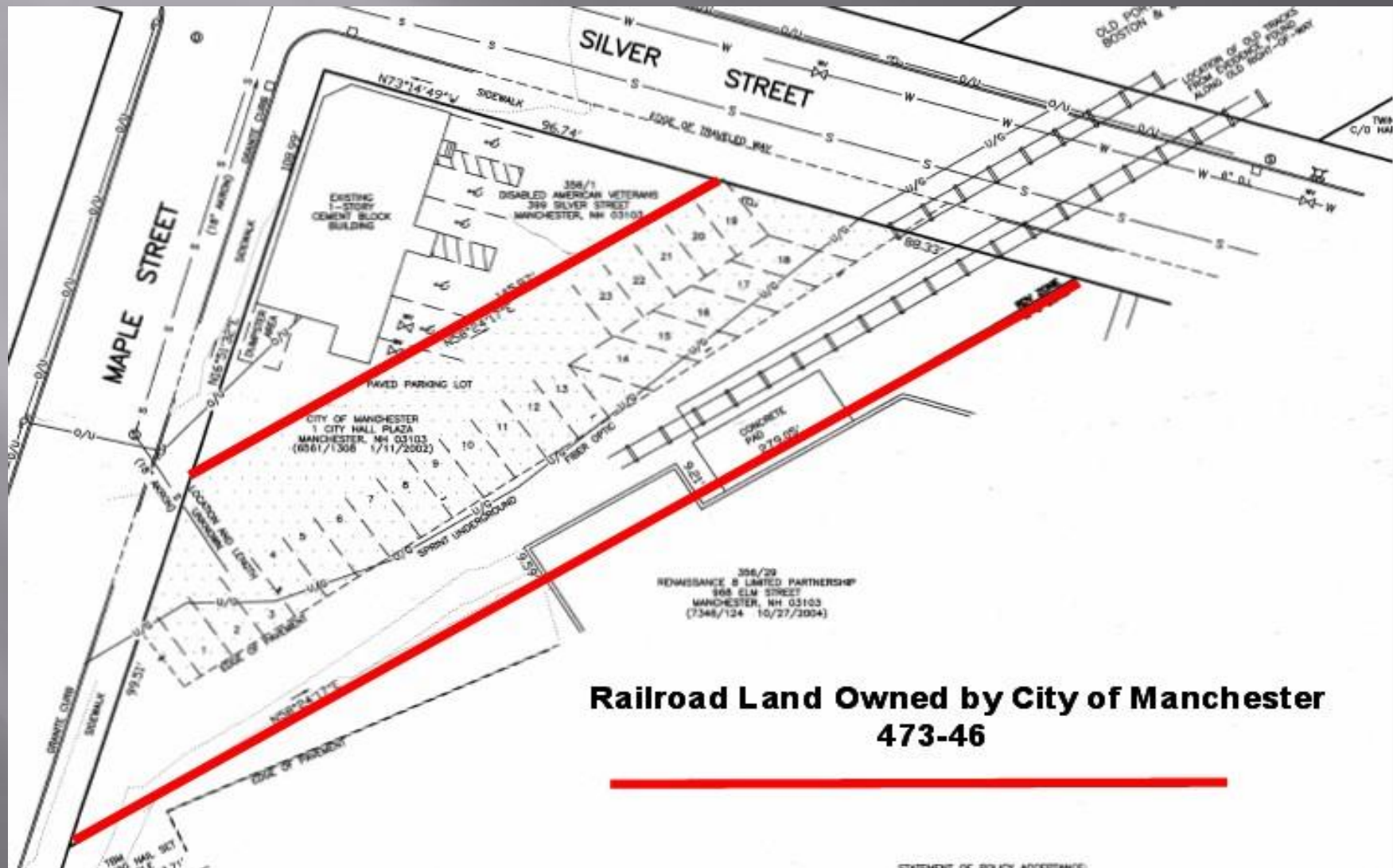
Proposal to Purchase City Surplus Land

- ❖ Mr. Provencher shall inform the State of New Hampshire Division of Historic Resources of the possible sale of said Lot and obtain such approvals and/or waivers that may be required relative to section 106 historic review process.
- ❖ It has been found and determined in a similar instance that a sale of this type surplus land is not considered “an alteration of the former railroad corridor and does not warrant Historic Review.”

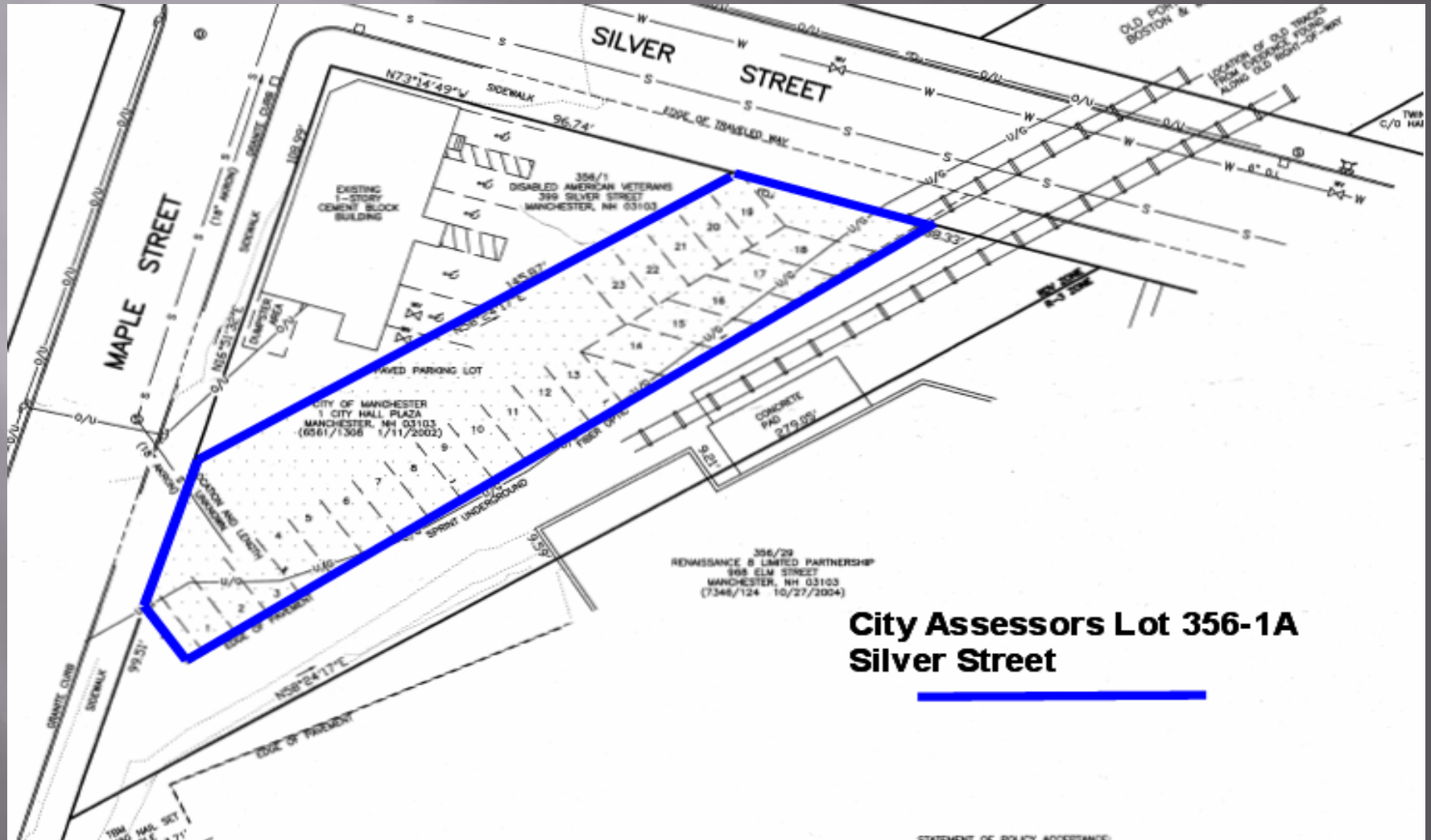
Proposal to Purchase City Surplus Land

- ❖ The following are visuals of maps, site plans and aerials to assist the Committee in their review of this Proposal.

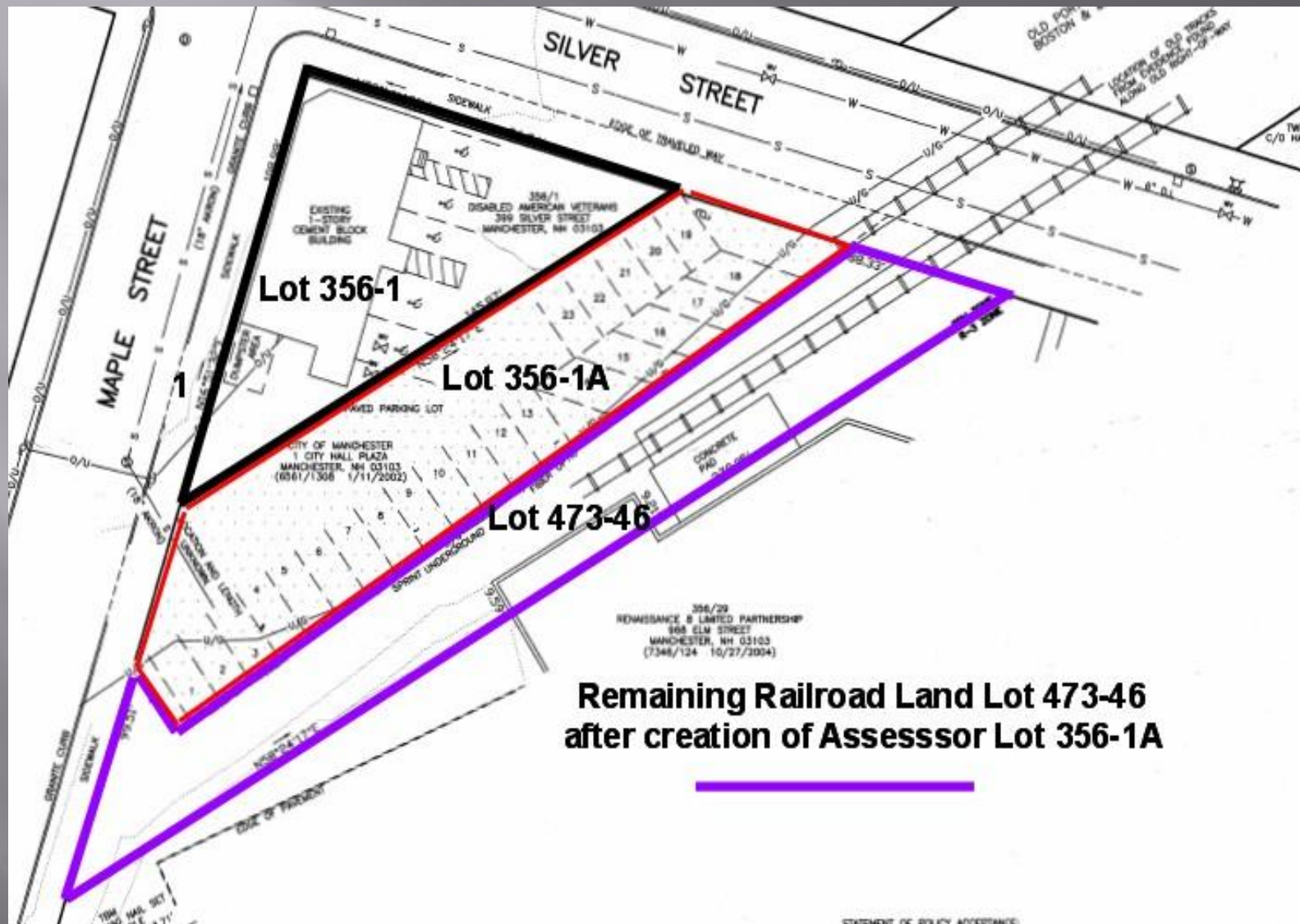
Former Portsmouth Branch Railroad Line Right-of-Way Abutting Mr. Provencher.



City Assessors Lot 356-1A divided from Railroad Land Lot 473-46

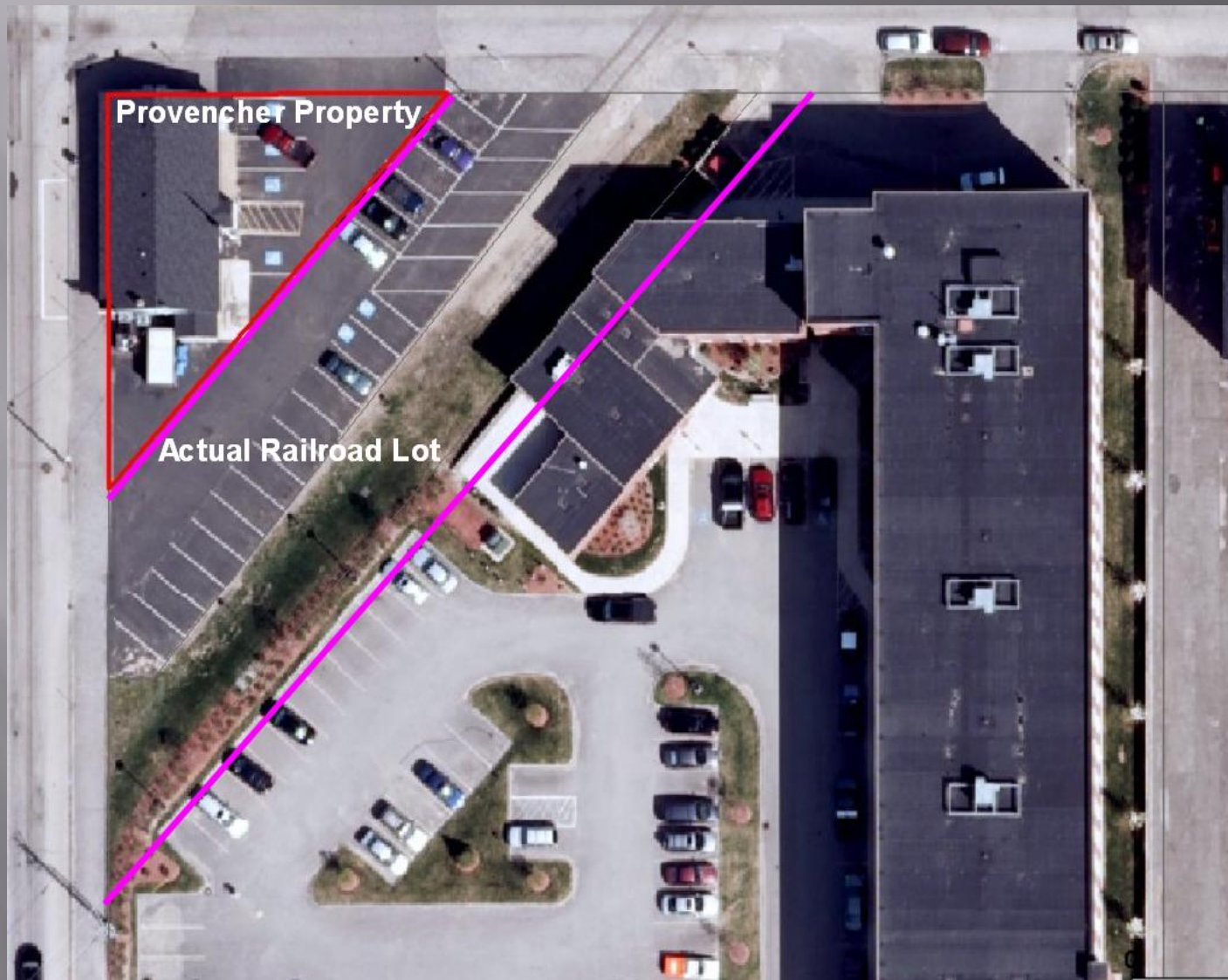


Remaining Railroad Land after Formation of Assessors Lot 356-1A



Aerial of Site

Provencher Lot Defined (red line)



City Assessors Aerial Railroad Land 473-46

473-46 Find It

Legend Layers Data

Selected Parcels

[Print-friendly table view](#)
[Parcel selection help](#)

1 parcel selected.

Map-Lot : 473-46
CITY OF MANCHESTER
PAGE ST

[PROPERTY DETAILS](#)

1 parcel selected.

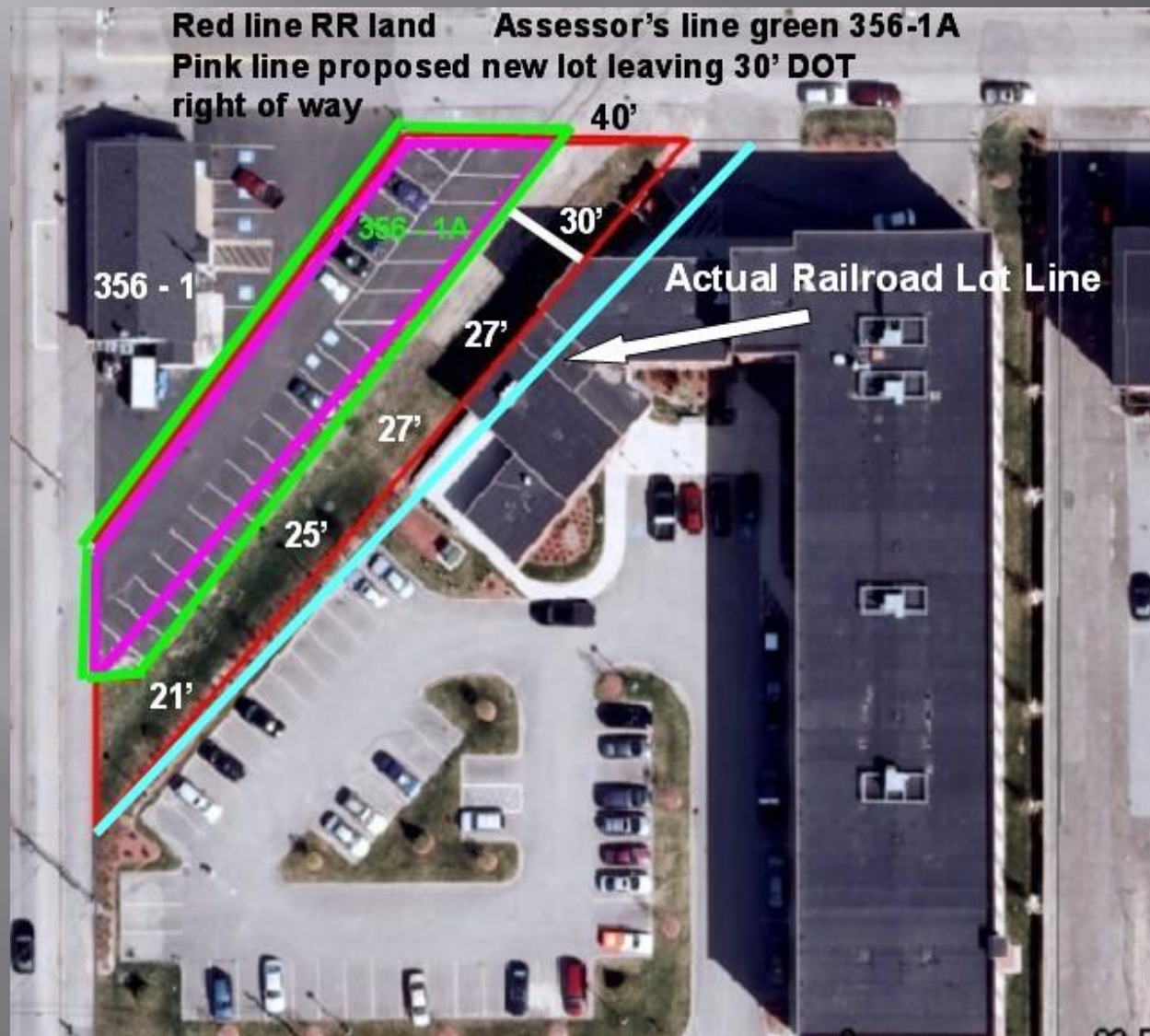


Actual Railroad Lot Line

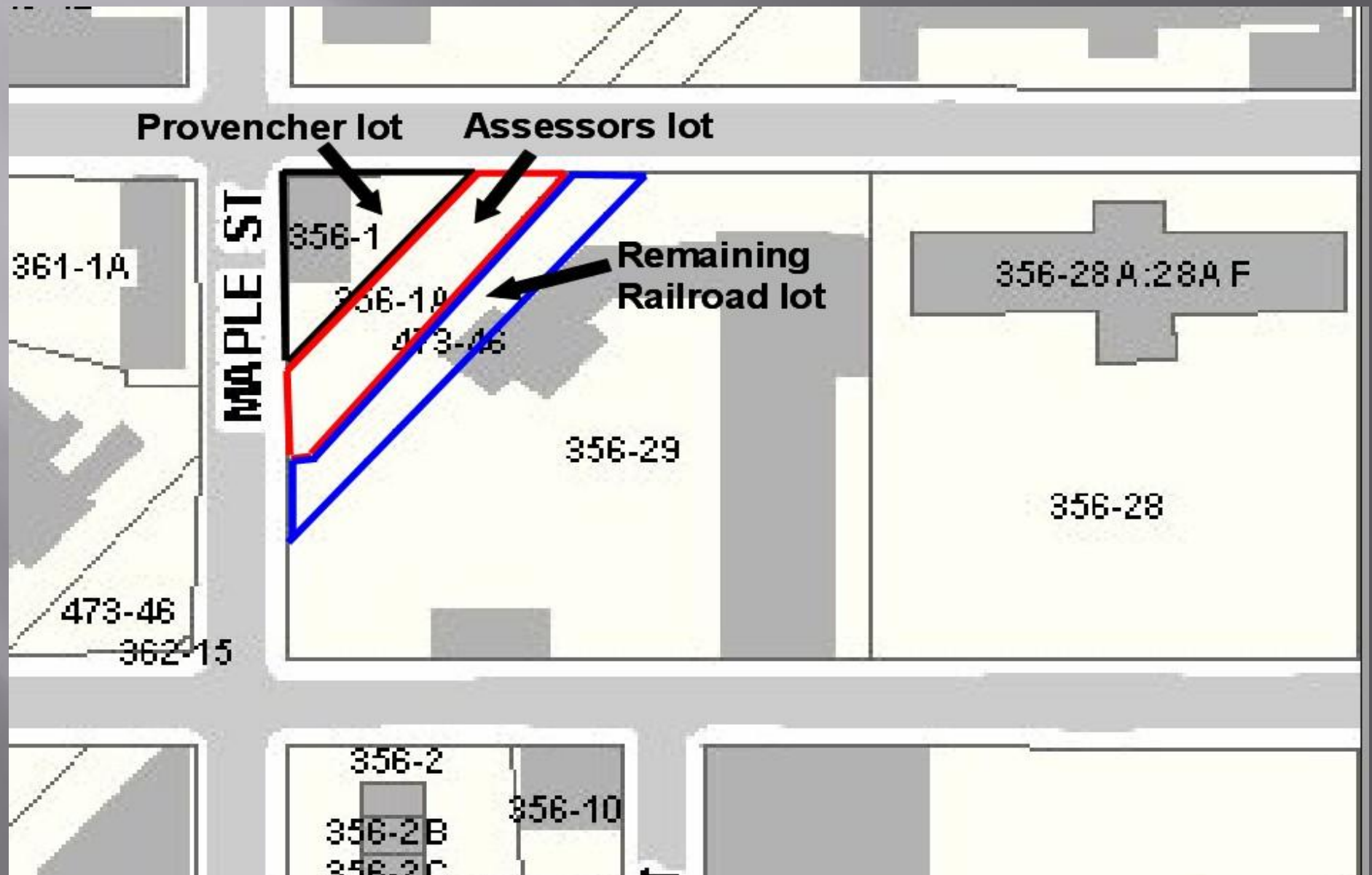
Current Aerial of Site



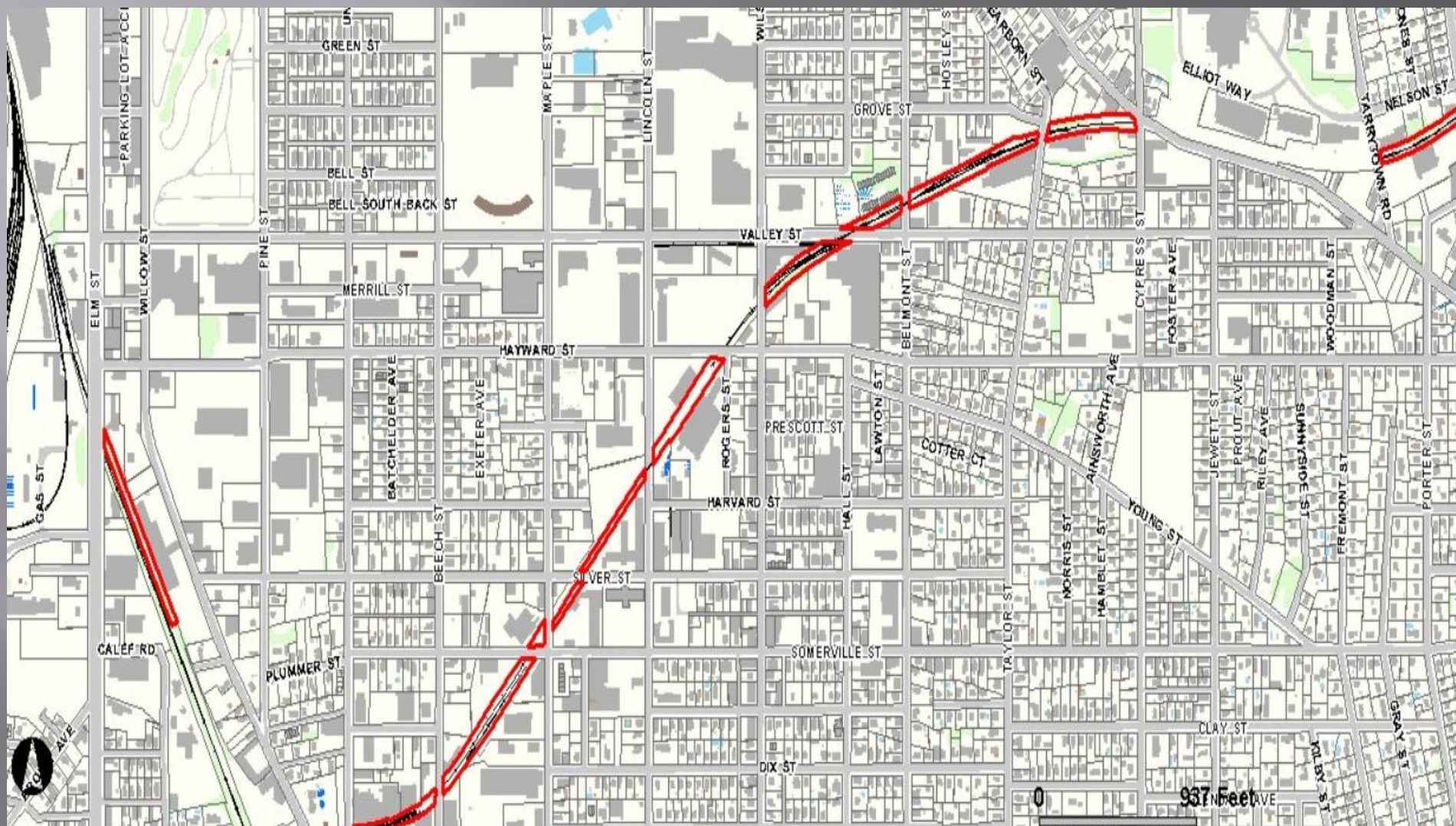
New Lot Proposed Leaving 30' NH DOT Easement (pink line)



City Assessors Map Showing 2 Lots Abutting Mr. Provencher's Land



Former Portsmouth Branch Railroad Line right-of-way



City Assessors Map 356-1A

Legend Layers Data

Selected Parcels

[Print-friendly table view](#)
[Parcel selection help](#)

1 parcel selected.

Map-Lot : 356-1A
CITY OF MANCHESTER
SILVER ST

[PROPERTY DETAILS](#)

1 parcel selected.



25 Feet



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
Michael W. Hurley

Lisa Turner
Assistant to Assessors

To: Chairman Patrick Long, Committee on Lands & Buildings
From: Board of Assessors
Date: June 10, 2016
Re: Request to Purchase City Land off Silver St / Portion of Rail Corridor

The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	off Silver St; abuts rear of 399 Silver St (My Friends Pub)
Assessors Map/Lot	356/1A / Separately mapped for Property Tax purposes only / Legally part of City parcel Map 473, Lot 46 / Former Portsmouth Branch rail corridor
Property Owner	City of Manchester
Deed Book/Page	Bk 6561, Pg 1308
Date Acquired	January 11, 2002 / Not a tax deeded parcel
Improved/Vacant	This area = Paved Parking Lot / Remainder of corridor = Occasional Paving Encroachments and some Revocable License users
Total Land Area	7,283 square feet proposed
Current Zoning	RDV Redevelopment / 100' & 10,000 SF minimum
Overlay District	N/A
Easements / Restrictions	Deeded by State with restrictions to use. No uses allowed that would impair use of corridor for bike, pedestrian trail or other transportation use in the future.
Estimated Value	To be disclosed in non-public session (RSA 91-A:3 II(d))
Comments	Area has been used as a parking lot for the building located at 399 Silver Street by revocable license agreement with the City. The agreement was originally with the Disabled American Veterans and is currently with Robert H. Provencher. The 399 Silver Street property does not have adequate on-site parking for its present use and relies on the corridor area for required parking. The area proposed for purchase is considered "unbuildable" as a standalone parcel. Note that private use of public property requires payment of property taxes (RSA 72:23 I (b)). Back taxes are owed on the subject parcel, see attached.

Respectfully,

Robert J. Gagne, CNHA, NHCG
Chairman

City of Manchester, NH Tax Collector's Office Open Bills

[Click here for terminology definitions.](#)

Tax Account ID: **219934**

Owner Name: **CITY OF MANCHESTER**

Property Address: **SILVER ST**

Map-Lot: **0356-0001A**

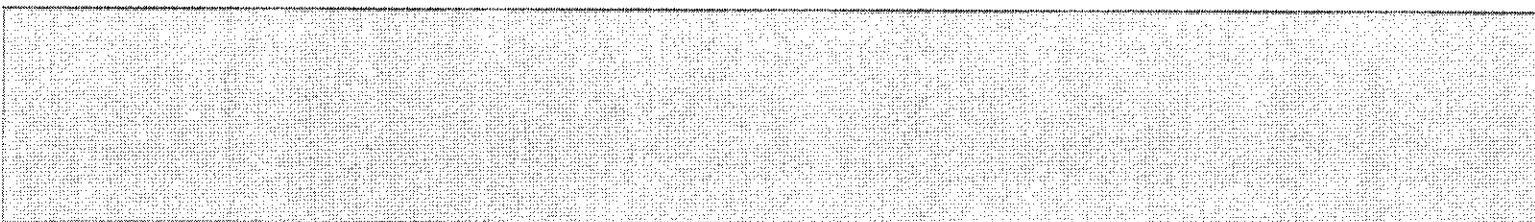
Total Taxes: **\$5,393.11**

Pending Payment(s) Amount: **\$0.00**

** Taxes Billed
c/o Robert H Provencher
333 Cabot Rd
Manchester 03103*

Tax Year	Delinquent Date	Unpaid Tax Amount	Interest Amount	Total Due
2013	12/20/2013	\$1,831.74	\$544.19	\$2,375.93
2014	07/09/2014	\$916.27	\$211.62	\$1,127.89
2014	12/19/2014	\$982.53	\$174.23	\$1,156.76
2015	07/09/2015	\$454.74	\$50.42	\$505.16
2016	07/07/2016	\$227.37	\$0.00	\$227.37

[Use of this site is subject to this disclaimer.](#)



Property Location: SILVER ST
Vision ID: 405255178

Account #03560001A

MAP ID:0356/ / 0001/A /

Bldg #: 1 of 1

Bldg Name:

Sec #: 1 of 1

Card 1 of 1

State Use:3370

Print Date:06/10/2016 13:59

CURRENT OWNER						TOPO.		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT								2017 MANCHESTER, NH																	
CITY OF MANCHESTER C/O ROBERT H PROVENCHER 333 CALEF RD MANCHESTER, NH 03103 Additional Owners:						SUPPLEMENTAL DATA Other ID: 03560001A Land Adjust NO Voided NO Total SF 7283 Zone Frontage/Dep GIS ID: 356-1A RAD OR CAD380 Callback Ltr Sketch Note Land Class Parcel Zip 03103 ASSOC PID#						Description		Code		Appraised Value		Assessed Value																					
												COM LAND		3370		14,100		14,100																					
												COMMERC.		3370		5,300		5,300																					
Total														19,400		19,400		VISION																					
RECORD OF OWNERSHIP						BK-VOL/PAGE		SALE DATE		q/u		v/i		SALE PRICE		V.C.			PREVIOUS ASSESSMENTS (HISTORY)																				
CITY OF MANCHESTER						0/ 0		06/25/2013		U		I							Yr.		Code		Assessed Value		Yr.		Code		Assessed Value		Yr.		Code		Assessed Value				
																			2016		3370		14,100		2015		3370		14,100		2014		3370		75,500				
																		2016		3370		5,300		2015		3370		5,300		2014		3370		5,300					
Total:														19,400		Total:		19,400		Total:		80,800																	
EXEMPTIONS						OTHER ASSESSMENTS										This signature acknowledges a visit by a Data Collector or Assessor																							
Year		Type		Description		Amount		Code		Description		Number		Amount												Comm. Int.													
Total:																																							
ASSESSING NEIGHBORHOOD																APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 0 Appraised XF (B) Value (Bldg) 0 Appraised OB (L) Value (Bldg) 5,300 Appraised Land Value (Bldg) 14,100 Special Land Value 0 Total Appraised Parcel Value 19,400 Valuation Method: C Adjustment: 0 Net Total Appraised Parcel Value 19,400																							
NBHD/ SUB		NBHD NAME				STREET INDEX NAME				TRACING				BATCH																									
605/A																																							
NOTES																CITY OWNED LAND/ABANDONED RAILROAD CORRIDOR/RECREATIONAL TRAIL USED FOR PARKING AT 399 SILVER STREET FOR "MY FRIENDS PUB" LOT/MAP 356-1 PARCEL CREATED 06.26.2013 PRIVATE USE OF PUBLIC LAND IS TAXABLE																							
BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY																													
Permit ID		Issue Date		Type		Description		Amount		Insp. Date		% Comp.		Date Comp.		Comments		Date		Type		IS		ID		Cd.		Purpose/Result											
																		11/17/2015 08/27/2013						RG RG		14 12		Other Chapter Land Change											
LAND LINE VALUATION SECTION																																							
B #		Use Code		Use Description		Zone		Frontage		Depth		Units		Unit Price		I. Factor		S A				C. Factor		ST. Idx		S.I. Adj.		Notes- Adj		Rec Y/N		CU Cond		Special Pricing		Adj. Unit Price		Land Value	
1		3370		PARK LOT								7,283 SF		10.36		1.0000		E				0.15		605		1.25		CF=NON-BUILDABLE		N		0.000				1.94		14,100	
6.52																																							
Total Card Land Units:												0.17		AC		Parcel Total Land Area:										0.17 AC		Total Land Value:										14,100	

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)															
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description												
Model	00		Vacant																
				MIXED USE															
				Code	Description							Percentage							
				3370	PARK LOT							100							
				COST/MARKET VALUATION															
				Adj. Base Rate:			0.00												
				Replace Cost			0												
				AYB															
				EYB			0												
				Dep Code															
Remodel Rating																			
Year Remodeled																			
Dep %																			
Functional ObsInc																			
External ObsInc																			
Cost Trend Factor			1																
Condition																			
% Complete																			
Overall % Cond																			
Apprais Val																			
Dep % Ovr			0																
Dep Ovr Comment																			
Misc Imp Ovr			0																
Misc Imp Ovr Comment																			
Cost to Cure Ovr			0																
Cost to Cure Ovr Comment																			
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)																			
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value							
PAV1	PAVING-ASPH			L	7,000	1.50	2006		0		50	5,300							
PK1	PARKING SPA			L	24	0.00	2006		0		100	0							
BUILDING SUB-AREA SUMMARY SECTION																			
Code	Description	Living Area		Gross Area		Eff. Area		Unit Cost		Undeprec. Value									
6.53																			
Ttl. Gross Liv/Lease Area:				0		0		0											

No Photo On Record

No Photo On Record



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director Building Regulations

April 27, 2016

Alderman Patrick Long, Chairman
Committee on Lands and Buildings
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Request to acquire City-owned parcel located at Tax Map 356, Lot 1A, located behind 399 Silver Street

Dear Chairman Long and Honorable Committee Members:

The purpose of this letter is to provide the Committee with the Planning and Community Development Department's recommendation regarding the request to purchase the above-referenced land. This recommendation is provided pursuant to Sections 34.15-25 of the Manchester, NH Code of Ordinances.

Background

The area of land at issue is denoted as Map 356, Lot 1A on the City's tax map and GIS (hereinafter "City Land")¹. It is an approximately 40-foot-wide strip of paved land located within a former railroad right-of-way owned by the City. It sits behind Tax Map 356, Lot 1, which has an address of 399 Silver Street and is owned by Mr. Robert Provencher (hereinafter "Provencher Parcel"). The request to purchase the City Land comes from Mr. Provencher, acting through his agent, Mr. Bernard Nardi. Mr. Provencher has owned his parcel since purchasing it in 2013 from the Disabled American Veterans, Chapter No. 1 (hereinafter "DAV"). *See attached aerial photograph and survey of 399 Silver Street.*

As shown on the aerial photograph and survey, the Provencher Parcel can accommodate only a few parking spaces on it. The City Land has room for significantly more parking spaces. Accordingly, shortly after purchasing his parcel from the DAV, Mr. Provencher petitioned this Committee for a revocable license to allow him to use the City Land for additional parking for his business. This committee favorably recommended the license to the Board of Mayor and Alderman, and the BMA granted the license in 2013. Prior to Mr. Provencher's purchase, the DAV had a similar license with

¹ Mr. Provencher's correspondence states that a subdivision occurred, resulting in Map 356 Lot 1A. Although the land has its own tax map and lot number on the city's GIS, it has not been subdivided from the land originally conveyed to the City by the State. It appears that Mr. Provencher has assumed that, because the lot has been separated for tax purposes, it has been subdivided, which is inaccurate.

the City. These licenses were necessary because the City Land is part of land formerly used as a railroad corridor, which the State of New Hampshire conveyed to the City in 2002.

The State's conveyance came with restrictions, including a 30-foot transportation easement that runs down the corridor and allows for "any mode of public travel." The conveyance also required that the City manage the land as a recreational trail, that federal historic review must occur prior to alteration of the railroad corridor, and that State approval must be given before selling any of the corridor.

In 2005, the Board of Mayor and Aldermen adopted a policy to address these restrictions across the corridor. That policy specifically states that it "discourage[s] private sector uses on the . . . railroad corridor," "[t]hat the general public will retain continual freedom of movement over the . . . railroad corridor," and, "[e]xcept in cases of extreme hardship, that any and all uses permitted by the City shall be by written revocable license." *See attached railroad policy.*

Since the adoption of that policy, the City has issued a handful of revocable licenses to property owners. Recent grants have included use of the corridor for parking for a 9-unit apartment building on Belmont Street and for paved truck access to RSCC Aerospace and Defense on Hayward Street.

It would be unusual, however, for the BMA to sell any of the railroad corridor, as Mr. Provencher requests. The Planning Department has a record of only one such conveyance occurring since the enactment of the railroad policy. In 2015, this Committee received a request from the owner of Hoitt's Furniture at 267 Wilson Street to purchase a 0.096-acre, approximately 15-foot-wide strip of land from the side of the railroad corridor. Hoitt's asserted that the strip was necessary to access the rear loading dock of its building and that interested buyers had backed out of purchasing the property when they found out that access to loading docks was guaranteed only by a revocable license. The Committee met on February 17, 2015, then held a special meeting on June 2. During the special meeting, Fire Marshal Peter Lennon spoke, stating that the 15-foot strip of land is also necessary for fire access to the building and requested that the lane be maintained. The Committee recommended the sale of the 15-foot strip. After obtaining the required State approval of the sale, the Board of Mayor and Aldermen approved the sale in September. The conveyance left approximately 50 feet of the corridor's width remaining. *See attached survey of 267 Wilson Street.*

Recommendation

The Planning and Community Development Department recommends that this Committee deny Mr. Provencher's request to deem the City Land surplus and sell it to him.

Selling the land to Mr. Provencher would contradict the intent of the City's railroad policy to allow the public "continual freedom of movement over the . . . railroad corridor." It would also contradict the requirement in the conveyance from the State that the City shall "use and manage the abandoned railroad corridor as a recreational trail for use by the general public." Unlike the 15-foot-wide strip requested by Hoitt's, Mr. Provencher requests to purchase an area that is approximately 40 feet wide. This would significantly impinge on the corridor, which is approximately 65 feet wide. Future use of the corridor as a public trail or right-of-way may be negatively affected if the City Land becomes privately owned.

Further, Mr. Provencher's petition requests ownership of the City Land, but his correspondence does not allege an "extreme hardship," as is required by the railroad policy. It appears that he is able to use his parking area well, without any hardship, with the existing revocable license. In contrast to Hoitt's

Furniture, all sides of Mr. Provencher's building are accessible without the use of the railroad corridor.
See attached photographs.

For the foregoing reasons, this department recommends denial of the request. If you have any questions, staff from this department will be available at your meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey Belanger', with a long horizontal flourish extending to the right.

Jeffrey Belanger, Senior Planner
Manchester Planning and Community Development Department

Cc: Kevin Shepard, PE, Director of Public Works
Robert Gagne, Chairman, Board of Assessors
File

Tax Map 356, Lot 1A

Parcel Owned by City and Requested for Sale

Silver Street

Maple Street

Tax Map 356, Lot 1
Owned by Mr. Provencher

Tax Map 356, Lot 1A
Owned by the City

0 20 40 80 Feet



Produced by the Manchester Planning and Community Development Department
for a report submitted to the Committee on Lands and Buildings on April 27, 2016.

6.58

***City of Manchester Policy
Regarding
Private Sector Use of
the Former Portsmouth Branch Railroad Line Right-of-Way***

1. *BECAUSE* the conveyance deed which transferred the former Portsmouth Branch Line right-of-way from the State of New Hampshire to the City of Manchester requires that the City of Manchester “*shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public*”, and
2. *BECAUSE* that same deed requires that “*Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to the Section 106 historic review process*”; and
3. *BECAUSE* that same deed requires that the “*City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor*”; and
4. *BECAUSE* that same deed reserves to the State of New Hampshire “*a transportation easement, 30 feet in width, crossing all the [parcels associated with the former Portsmouth Branch Line ROW] for any mode of public travel. . . .*”, and
5. *BECAUSE* any application by the City for state and federal Section 106 historic review which would be necessitated by any alteration to the former Portsmouth Branch railroad corridor would represent a significant time and monetary expense to the City;
6. It is *CONSEQUENTLY* the policy of the City of Manchester to

PROMOTE the development of authorized public recreational uses along the former Portsmouth Branch railroad corridor; and, in order to satisfactorily ensure this end,

DISCOURAGE private sector uses on the former Portsmouth Branch railroad corridor.
7. In any exceptional case where the City is considering the authorization of private sector use of any portion of the former Portsmouth Branch railroad corridor, it is also the policy of the City of Manchester to ensure the following:
 - (a) That any terrain alteration activities will be strictly limited to removal of steel rails and wooden ballast works, the installation of recreational trails, and/or installation of a loam and grass seed cover and work will be carried out under the supervision, and to the satisfaction, of the Parks, Recreation and Cemetery Department;
 - (b) That all approved terrain alteration, recreational trail installation, and/or loam and grass seeding activity will be carried out and paid for by the authorized private sector entity;
 - (c) That no structure including fencing, not related to recreational trail usage will be constructed or placed within any portion of the former Portsmouth Branch railroad corridor;

- (d) That the general public will retain continual freedom of movement over the Portsmouth Branch railroad corridor;
 - (e) That no use will be authorized if its current or future purpose is to satisfy, or aid in satisfying for any private sector person or entity, any zoning ordinance, site plan or subdivision requirement, or any other municipal ordinance or regulation;
 - (f) That no use will be authorized if any activity associated with that use would sufficiently alter the former Portsmouth Branch railroad corridor in such a way as to necessitate any state or federal evaluation under the Section 106 historic review process;
 - (g) Except in cases of extreme hardship, that any and all uses permitted by the City shall be by written revocable license;
 - (h) That any and all issued licenses shall contain a provision which will allow it to be revocable by the City, in its sole discretion at any time for any reason. Upon revocation the private person or entity shall return Portsmouth Branch corridor to its original condition or to such condition as the Parks, Recreation and Cemeteries Department shall agree; and
 - (i) That any issued license may contain any provision deemed reasonable by the City Solicitor to carry out the intent of this policy or for any other purpose.
8. Procedure: Any person or entity wishing to use a portion of a former Portsmouth Branch railroad corridor shall:
- (a) Submit a written application to the Committee on Lands and Buildings (c/o the City Clerk) which shall include a listing of the specific uses planned for the former Portsmouth Branch railroad corridor and shall also include a site plan of the affected area which has been prepared and signed by a licensed surveyor. The site plan shall, at minimum, show the boundaries of the former Portsmouth Branch railroad corridor, the location of the applicant's property, and existing and proposed site conditions.
 - (b) The City Clerk shall send a copy of the application to the Planning and Community Development Department and to the Parks, Recreation and Cemeteries Department for review and recommendation.
 - (c) Once the City Clerk has received the recommendations of the Planning and Community Development and Parks, Recreation and Cemeteries Departments, the application along with the departmental recommendations shall be placed on the agenda of the Committee on Lands and Buildings for Committee action.
 - (d) Should the Committee on Lands and Buildings recommend that the uses proposed in the written application, as it may be amended, be allowed, that recommendation shall then be sent to the Board of Mayor and Aldermen for action.

REFERENCE PLANS

1. BOSTON & MAINE RAILROAD V.L. SHEET 28-40.
2. LAND OF USM CO. ON HALL, HAYWARD & WILSON ST. MANCHESTER, NH.* DATED 6/5/1933. PREPARED BY GEORGE C. BERGMAN, HCD PLAN 911.
3. BOUNDARY PLAN OF LAND, TAX MAP 101 - LOT 8, TAX MAP 342 - LOT 41, VALLEY ST., HALL ST. & HAYWARD ST., MANCHESTER, NH. OWNER OF RECORD, INTERNATIONAL PAPER, PREPARED FOR: PNC CORPORATION, DATED 3/15/1996, PREPARED BY BDC C. MITCHELL & ASSOC. INC. HCD PLAN 28118.
4. MORGAN MANUFACTURING COMPANY PLANS.

REFERENCE PLANS CONTINUED

5. TAX MAP 128 LOT 1A, PROPOSED PAVING PLAN PREPARED FOR HAY PLAN & HAY PLAN, LOCATED AT 66 VALLEY STREET, MANCHESTER, NH. LOST THUS ON JUNE 19, 2014 AND PREPARED BY THIS OFFICE. ON FILE AT THIS OFFICE.
6. CITY OF MANCHESTER SECTION SHEET K.
7. SURVEY PLAN OF LAND FOR PETER SPRECK, HAYWARD STREET, MANCHESTER, NH. DATED 3/17/1986, PREPARED BY MARTIN J. NICCO, RLS. HCD PLAN 19018.
8. PLAN OF LOTS OF THE ELLIOTT MANUFACTURING COMPANY, DATED 12/3/1892, PREPARED BY JOSEPH B. SAWYER, HCD PLAN 64.

TAX MAP 128 LOT 19
MANCHESTER, NH. - TILSON &
P.O. BOX 159
DEERFIELD, IL 60015
BK. 5916 PG. 392

TAX MAP 44 LOT 1
TAN, PROPERTIES, LLC
20 CONCORD ST.
WILMINGTON, MA 01887
BK. 5916 PG. 394

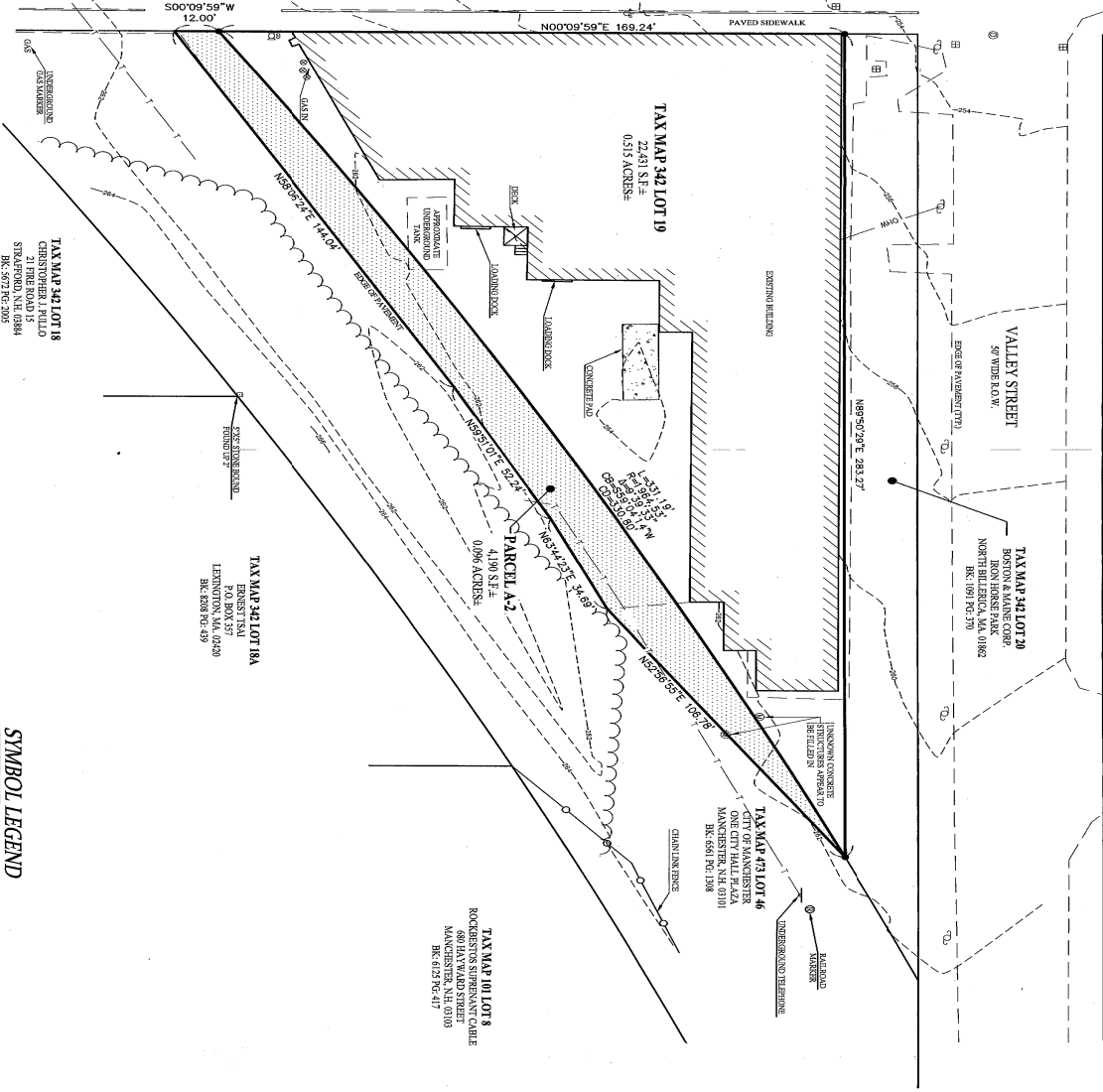
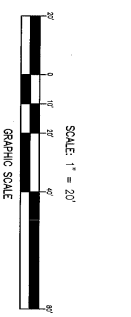
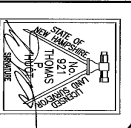
TAX MAP 109 LOT 6
P.O. BOX 159
DEERFIELD, IL 60015
BK. 5916 PG. 392

TAX MAP 109 LOT 4
CARL LONGO EXEMPT
FAMILY TRUST
1220 UNION STREET
MANCHESTER, NH 03104
BK. 6888 PG. 388

TAX MAP 109 LOT 3
MANCHESTER, NH. 03103 - 5993
21 LINCOLN STREET
MANCHESTER, NH. 03103 - 5993

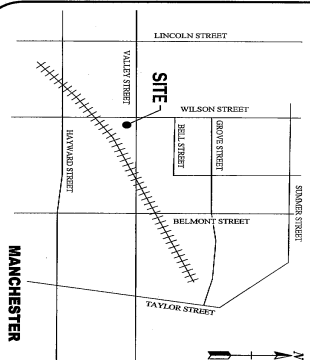
SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND WAS AN ERROR OF CLOSURE OF GREATER ACCURACY THAN ONE PART IN TEN THOUSAND (1:10,000).
DATE: 6/18/2015
LICENSED LAND SURVEYOR



SYMBOL LEGEND

- WATER SHUTOFF
- SEWER MANHOLE
- DRAIN MANHOLE
- GAS SHUTOFF
- UTILITY POLE
- CATCH BASIN
- SIGN
- OVERHEAD WIRE
- REAR W/ ID CAP OR RAIL ROAD SPIKE SET
- BOUND FOUND



LOCUS MAP

NOTES

1. OWNERS OF RECORD:
TAX MAP 342 LOT 19
MARGUERITE C. LONGO &
PAUL BUCKLEY SR. TRUSTS
CARL J. LONGO EXEMPT FAMILY TRUST
SUITE 401
75 MARKET STREET
PORTLAND, ME 04101
BK. 6888 PG. 388
2. THE INTENT OF THIS PLAN IS TO SHOW THE PROPOSED AMENDATION OF PARCEL A-2 TO BECOME A PART OF LOT 19.
3. THE SUBJECT PARCEL IS ZONED "RD", SETBACKS ARE AS FOLLOWS:
FRONT = NONE
SIDE = NONE
REAR = NONE
4. THIS PLAN REPRESENTS EXISTING CONDITIONS, BOUNDARY EVIDENCE, AND HOMEOWNERS' ASSURANCE. IT IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP R24-HILS900164H COM, NEW HAMPSHIRE. MAP NUMBER 330110370, EFFECTIVE DATE SEPTEMBER 25, 2009.
5. ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. THIS OFFICE HAS NOT LOCATED ANY UNDERGROUND UTILITIES, ALWAYS CALL DIG SAFE TO MARK OUT UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION ACTIVITIES.
6. THIS PLAN DOES NOT CONSTITUTE A LOT LINE ADJUSTMENT APPROVAL FROM THE CITY OF MANCHESTER. THE PLANNING BOARD WOULD BE REQUIRED TO APPROVE THIS PLAN AND THE PLANNING BOARD WOULD BE REQUIRED TO APPROVE LOT 19 TO BECOME AN AREA THAT THEY WOULD LIKE TO PURCHASE FROM THE CITY OF MANCHESTER.

TAX MAP 342 LOT 19
EXHIBIT PLAN 2
PREPARED FOR:
CARL J. LONGO EXEMPT
FAMILY TRUST
LOCATED AT:
267 WILSON STREET
MANCHESTER, NEW HAMPSHIRE

SS&L LAND SERVICES
SHLANDSERVICES.COM
1717 WELINGTON ROAD - MANCHESTER, NH
PHONE: (603) 468-8800, FAX: (603) 468-7791
SCALE: 1"=20'
DATE: JUNE 13, 2015
FB. 5 PG. 73
JOB #2014189



Access to 356-1 from Silver Street



Access to 356-1 from Maple Street

Brenda Masewic Adams, CTC
Tax Collector



Deputy Tax Collector

CITY OF MANCHESTER ***TAX COLLECTOR***

Memorandum

DATE: May 3, 2016
TO: Committee on Lands & Buildings
FROM: Brenda Masewic Adams, Tax Collector
RE: Map 0356, Lot 0001A, Silver St

As requested, the following contains information regarding property located at:
SILVER ST

Map/Lot: 0356/0001A
Current Liens: None
Back Taxes: \$5,127.67 as of 5/9/16
Interest Per Day: \$1.37

The above-referenced was not a tax-deeded parcel and, as such, the Tax Collector's Office has no objections to the disposition of this property. Attached are statements of accounts.

Account description				Property address/description			
Owner name				Tax account ID Roll			
Yr	P	Billed amt	Tax due	Pen/int	Other +/-	Costs	Total due
				Per diem	Per diem		
0356 -0001A				SILVER ST			
CITY OF MANCHESTER				219934 RE REAL ESTATE TAX			
2013	2	1831.74	1831.74	524.90	.00	.00	2356.64
				.60	.00		
2014	1	916.27	916.27	201.97	.00	.00	1118.24
				.30	.00		
2014	2	982.53	982.53	163.89	.00	.00	1146.42
				.32	.00		
2015	1	454.74	454.74	45.63	.00	.00	500.37
				.15	.00		
2015	2	.00	.00	.00	.00	.00	.00
				.00	.00		
Property totals			4,185.28		.00		5,121.67
		4,185.28		936.39		.00	
Total per diem:				1.37	.00		
Grand totals:			4,185.28		.00		5,121.67
		4,185.28		936.39		.00	
Per diem:				1.37	.00		

Interest amounts shown above are calculated as of 5/09/2016

City of Manchester, NH
Tax Collector's Office
One City Hall Plaza
Manchester NH 03101
Phone: (603) 624-6575
5/09/16

Map-Lot
0356 -0001A

219934

CITY OF MANCHESTER
C/O ROBERT H PROVENCHER
333 CALEF RD
MANCHESTER NH 03103

Legal Description
SILVER ST

* * D E L I N Q U E N T T A X S T A T E M E N T * *

TAX YEAR =====	BASE TAX =====	PENALTY/INT =====	OTHER +/- =====	TOTAL DUE =====
13-2 RETX	1,831.74	524.90	.00	2,356.64
14-1 RETX	916.27	201.97	.00	1,118.24
14-2 RETX	982.53	163.89	.00	1,146.42
TOTAL 14	1,898.80	365.86	.00	2,264.66
15-1 RETX	454.74	45.63	.00	500.37
Total Due	4,185.28	936.39	.00	5,121.67

This is a statement of your delinquent REAL ESTATE TAX
as of 05/09/16.

BRADY SULLIVAN

PROPERTIES

Marc A. Pinard, General Counsel
Direct Line: 603 657-9715
Email: mpinard@bradysullivan.com
Licensed to practice in New
Hampshire & Massachusetts

November 23, 2015

NOV 24 2015

VF

Mayor Ted Gatsas
One City Hall Plaza
Manchester, NH 03101

Re: Proposed Purchase of Land Comprising Plaza Drive

Dear Mayor Gatsas:

On behalf of Brady Sullivan Properties, LLC, and its affiliate, Brady Sullivan Plaza, LLC (collectively "Brady Sullivan"), I write to propose the purchase by Brady Sullivan of the land comprising Plaza Drive in Manchester for the sum of Fifty Thousand Dollars \$50,000.00.

If Brady Sullivan acquires the property, the City's tax base will be benefited and the City will no longer have to maintain the street and the sidewalks, saving the taxpayers significant expense.

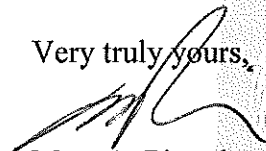
If a purchase is consummated, Brady Sullivan will agree to leave the area open to the public until such time as a development deal requires that the area be closed to public use. This will allow the public to continue to pass through the area in the interim.

The proposed purchase price is based upon the land not being useable by a Buyer other than the owner of the Plaza property, which significantly affects its potential market value.

Based on the totality of the circumstances, Brady Sullivan believes that the City will benefit greatly through this sale.

Thank you for your attention to this request. We look forward to your response.

Very truly yours,



Marc A. Pinard

670 N. COMMERCIAL STREET MANCHESTER NH 03101
P 603.622.6223 F 603.622.7342
BRADYSULLIVAN.COM